



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**2:00 p.m., October 30, 2023**

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

*To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>*

**Call to Order by Mayor Gina Leichty**

**Approval of Minutes: October 16, 2023**

**Approval of Agenda**

**1) Police Department request:** Approve the resignation of Officer Tyler D. Smoker, effective Nov. 1, 2023

**2) Police Department request:** Approve the retirement of Officer Jeremy Hooley, effective Nov. 17, 2023

**3) Police Department request:** Approve the resignation of Reserve Officer Nicholas McCloughen, effective Oct. 24, 2023

**4) Legal & Police Departments request:** Approve and execute Resolution 2023-34 Approving Transfer of Police Dog from City to the County of Noble at the cost of \$4,500 effective upon the County's passage of a substantially identical resolution

**5) Legal & Police Departments request:** Pass and adopt Resolution 2023-36, Authorizing the Special Purchase of Taser Equipment, Accessories and Training Certification for the Police Department from Axon Enterprise, Inc. at a net purchase price of \$325,799.20 paid over five annual installments of \$65,159.84 each

**6) Legal Department request:** Move to approve and execute the agreement with the Goshen Firefighters Association Local No. 1443, International Association of Firefighters

**7) Goshen Historical Society request:** Permission to block alley for one day and two parking spaces for four months to install an elevator

**8) Lacasa Inc. request:** Approve the partial closure of Cottage Avenue, immediately north of East Madison Street, for two weeks, between Nov. 6-17, 2023, for a sewer line replacement



**9) Legal Department request:** Accept the easement from Kropf Family Real Estate, LLC

**10) Legal Department request:** Approve Resolution 2023-37, Declaring Surplus and Authorizing the Disposal of Miscellaneous Furniture and Equipment

**11) Legal Department:** Approve and authorize Mayor Leichy to execute the HVAC maintenance agreement renewals with OJS Building Services, Inc., for \$7,880 for the Police and Courts Building and \$7,300 for the Police Training Facility

**12) Water Utility request:** Approve closure of South 8th Street, between East Jackson and Franklin Streets, Oct. 31 through Nov. 2, to repair a sewer main

**13) Engineering Department request:** Approve an extension of College Avenue closure, near Horn Ditch Bridge, until Nov. 13, 2023

**14) Engineering Department request:** Approve extending the 10th Street closure from Jackson to Reynolds streets, Oct. 31 to Nov. 14, 2023, for construction work

**15) Engineering Department request:** Approve Change Order No. 8, for \$31,748.26, and provide contractor five additional contract days, for Wilden Avenue reconstruction

**16) Engineering Department request:** Approve Change Order No. 9, for \$61,098, for the Wilden Avenue reconstruction

**17) Engineering Department request:** Approve agreement with the Michiana Area Council of Governments (MACOG) for \$2,000 for annual traffic counts

**18) Engineering Department request:** Award the Elkhart County Courts Consolidation Public Infrastructure Project to Niblock Excavating for a negotiated contract price of \$4,165,762.30

**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

***Adjournment***



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD MINUTES OF THE OCTOBER 16, 2023 REGULAR MEETING

*Convened at 2 p.m. in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Gina Leichty, Mike Landis, Orv Myers and Mary Nichols

**Absent:** Barb Swartley

**CALL TO ORDER:** Mayor Gina Leichty called the meeting to order at 2:00 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the Oct. 9, 2023 Regular Meeting prepared by Clerk-Treasurer Aguirre. Board Member Mary Nichols moved to accept the minutes as presented and the motion was seconded by Board Member Orv Myers. Motion passed 4-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the meeting agenda as submitted by the Clerk-Treasurer. Board member Nichols moved to approve the agenda as presented. Board member Myers seconded the motion. Motion passed 4-0.

### 1) Opening of sealed bids: Reliance & Peddlers Village Road Improvements project

On behalf of the City Engineering Department, the Board of Public Works & Safety was asked to open all sealed bids submitted by contractors to the City for the **Reliance & Peddler's Village Road Improvements project**.

This project includes, but is not limited to reconstruction of Reliance Road and Peddler's Village Road, including a new roundabout at the intersection, curbs, sidewalks, stormwater drainage improvements, relocation of water and sewer utilities, and other related work as required by the detailed plans and specifications included in the specification and contract documents.

**All bids were due to be submitted to the Clerk-Treasurer's Office by 1:45 p.m. on Oct. 16, 2023.**

Mayor Leichty announced that offers from four companies were received:

- C & E Excavating, Inc. of Elkhart, Indiana, a base bid of \$4,867,150.00.
- Milestone Contractors North, Inc. of South Bend, Indiana, a base bid of \$5,627,000.00.
- Niblock Excavating, Inc. of Bristol, Indiana, a base bid of \$4,159,355.90.
- Rieth-Riley Construction Co., Inc. of South Bend, Indiana, a base bid of \$6,678,883.74.

Nichols/Myers moved that the bids be referred to the City Engineering Department for further review. Motion passed 4-0.

### 2) Opening of proposals: Regent Square Court Redevelopment Property

On behalf of the City Redevelopment Commission, the Board of Public Works & Safety was asked to open requests for proposals (RFPs) to purchase real property for the **Regent Square Court Redevelopment Property**.

The real property to be purchased consists of undeveloped real estate located east and south of Regent Street, north of Waterford Mills Parkway, and west of Dierdorff Road consisting of part of Parcel Nos. 20-11-27-426-027.000-015 and 20-11-27-326-003.000-015, consisting of approximately 7.15 acres in Goshen, Indiana.

The subject real estate will be utilized to incorporate its existing trailway to the construction and development of the Cherry Creek Trailway located within the Cherry Creek Development.



The existing trailway will be relocated to connect to the Cherry Creek Trail. In addition, a new public trailway will be designed and constructed to connect the relocated existing trail and the Cherry Creek Trail to the Maple City Greenway adjacent to Bethany Christian School on the west side of the Norfolk Southern Railroad.

The first deadline for full-priced offers was Sept. 12, 2023, but no proposals were received. The second deadline for any other offers was Oct. 16, 2023, by 1:30 p.m., with bids to be opened at the Board of Works meeting,

**Mayor Leichty announced an offer from one company was received: Cherry Creek, LLC of Goshen, Indiana, a preliminary cost estimate of \$407, 217.**

**Nichols/Myers moved that the bids be referred to the City Redevelopment Commission for further consideration. Motion passed 4-0.**

**3) Police Department request: Approve the promotion of Austin M. Everage #187 to the rank of Captain**

**City Police Chief José Miller** asked the Board to approve the promotion of **Austin M. Everage** from the rank of Lieutenant to the rank of Captain assigned to the midnight shift.

**Chief Miller** said Everage has been an officer at the Goshen Police Department for over six years and serves as a Lieutenant assigned to day shift. Chief Miller said Everage has moved up through the ranks of the department quickly and has demonstrated great leadership skills. Chief Miller asked that the promotion be effective Friday, Oct. 20, 2023.

**Nichols/Myers moved to approve the promotion of Austin M. Everage from the rank of Lieutenant to the rank of Captain assigned to the Police Department's midnight shift, effective Oct. 20, 2023. Motion passed 4-0.**

**Mayor Leichty then swore Austin M. Everage into office as a Captain for the Goshen Police Department.**

**4) Police Department request: Approve the promotion of Nicolas M. Kauffman #174 to the rank of Captain**

**City Police Chief José Miller** asked the Board to approve the promotion of **Nicolas M. Kauffman** from the rank of Sergeant to the rank of Captain.

**Chief Miller** said Kauffman, who will be assigned to the afternoon shift, has been a Goshen Police Department officer for over eight years and currently serves as an appointed Lieutenant in the Proactive Investigation Team. Prior to this appointment to the team, he was a Sergeant assigned to midnight shift. Chief Miller said Kauffman has demonstrated repeatedly that he will be a great asset to the department. Chief Miller asked that the promotion be effective Friday, Oct. 20, 2023.

**Nichols/Myers moved to approve the promotion of Nicholas M. Kauffman from the rank of Sergeant to the rank of Captain for the Police Department's afternoon shift, effective Oct. 20, 2023. Motion passed 4-0.**

**Mayor Leichty then swore Nicholas M. Kauffman into office as a Captain for the Goshen Police Department.**

**5) Police Department request: Approve the hiring of Nicholas R. Perry as a probationary patrol officer**

**City Police Chief José Miller** asked the Board to approve the hiring of **Nicholas R. Perry** for the position of probationary patrol officer, effective Oct. 16, 2023.

**Chief Miller** said Perry has passed all exams and has been approved by both the local and State pension boards. Chief Miller added, "We are thrilled to have Nick as a new police officer serving our community."

**Nichols/Myers moved to approve the hiring of Nicholas R. Perry for the position of probationary patrol officer, effective Oct. 16, 2023. Motion passed 4-0.**

**Mayor Leichty then swore Nicholas R. Perry into office as a Probationary Patrol Officer for the Goshen Police Department.**



**6) Dale Klassen/Bev Lapp request: Approve credit on water bills at 417 Gra-Roy for \$217.90**

**Dale Klassen** asked the Board to approve two months of flat sewer charges at 417 Gra-Roy Drive to be credited on future water bills or that charges of \$217.90 for the months of July and August 2023 be forgiven for the house that he is renovating and that is still unoccupied.

In a letter to the Board, **Klassen** wrote that in January 2023, he and his wife, Bev Lapp, were given release of flat sewer charges for six months as Klassen continued working on the home, with the understanding that more time could be granted if needed. The agreement ended in June 2023.

**Klassen** wrote that the new water line was installed by a licensed plumber at the end of July 2023. A water meter was installed by the City Water Department a couple of weeks later. The home currently now has an active water meter. While the installation was not completed within six months, **Klassen** wrote that the situation regarding the house has not changed; there is no one occupying this home.

**Klassen** wrote that although he feels that due to previously agreed upon terms he is within his rights to a credit to his account for the July and August bills, at a minimum he requested a credit for the flat sewer August bill and re-billed the metered fee for that month. He also noted that the previous well and pump have been abandoned and will be properly closed and the home will rely exclusively on water provided by the City of Goshen. He wrote that he hoped that if the water meter is ever removed, that this home will not revert to the flat sewer charges.

**Mayor Leichty** asked if there was a staff response to **Klassen's** request.

**City Water & Sewer Office Manager Kelly Saenz** said that on Jan. 23, 2023, **Klassen's** flat sewer account for 417 Gra-Roy Dr. was placed "on hold with the Board's approval. She said on Jan. 23, Klassen purchased a water meter, meter horn and smart point reader at the Utility Billing Office. On Sept. 7, 2023, she said Klassen scheduled an appointment with Goshen Utilities to have the water meter installed, and it was installed.

**Saenz** said utility bills were placed "on hold" at 417 Gra-Roy Drive for billing dates Jan. 1 through July 1. She said Klassen is now seeking relief for utility bills issued July 1 through Sept. 7, when the water meter was installed.

**Saenz** said the Utility Billing Office does not have the authority to grant such a request. The amount of credit would be \$217.90. In response to **Board member Landis**, **Saenz** clarified the period the bill was on hold.

**Board member Landis** asked **Klassen** why the meter was not installed until Sept. 7. **Klassen** said it was a scheduling issue with a plumber. He said the installation didn't happen during a six-month time frame, adding that the installation of the water line cost more than \$2,000.

**Board member Landis** said he recalled that the Board granted **Klassen** a six-month suspension of fees on the condition he install the water meter within six months. He said if Klassen had come to the Board sooner and asked for a time extension, it could have been granted but perhaps not in these circumstances.

**Klassen** said this case could also be viewed another way – that he was given six months to install the meter, but was also told he could return and seek additional time if needed because the home is being renovated. He said he believed it was appropriate to seek a suspension of payments now, noting that the City will be getting payments going forward.

**Board member Landis** responded that if **Klassen** was the only user of City utilities, the Board could make many exceptions. However, he said an approval in these circumstances could set a precedence for others seeking a suspension of payments.

**Mayor Leichty** said there was a precedence of the City granting an approval after a project has been completed but added that Landis made a valid point that the City "doesn't want to establish poor practices."

**Klassen** said he could take the blame for not having notified the City that he needed more time to install the water meter, but pointed out that someone from the City could have checked in with Klassen and asked if he needed more time. **Mayor Leichty** responded, "I think that's on you, Dale. It's totally on you."

**Klassen** said the second part of his request is that if the water meter is ever removed, will the City charge a flat sewer rate? So, he said he was asking that the City mandate that the home must remain on City water.



**Klassen** said if the water meter was ever removed, the new homeowner would be required to pay a flat sewer charge, which currently is \$109 per month. Along with forgiveness of the bill, Klassen asked for a finding that the well be abandoned and that there be a finding that the home must remain on a City water meter.

**Board member Landis** said he wasn't sympathetic to Klassen's request, adding that it didn't seem appropriate for the Board to prohibit a future owner of the home from removing the meter, using the home's water well and paying a flat sewer charge. **Klassen** said he intends to rely on City water.

In response to a question from **Board member Landis**, **Saenz** said if the meter is pulled, there will be a \$30 reconnection fee and no more water will flow into the home. She also clarified the costs of removing the meter and no longer using it.

**Board member Landis** and **Mayor Leichty** discussed the components of a motion to resolve the situation.

**Superintendent of the City Water Treatment and Sewer Department Kent Holdren** said that people who want to formally abandon a well must file an application with the County and pass an inspection.

**Mayor Leichty/Board member Nichols** moved to remove the current sewer charges of \$217.90, but that there is no guarantee of no flat sewer rate in the future and that the Board will request verification from Elkhart County that the existing well has been abandoned. Motion passed 4-0.

**7) Water & Sewer Office request: Move \$2,974.04 in uncollected finalized accounts from active to collection, sewer liens and write offs**

**Kelly Saenz, Manager of the Goshen City Utilities Office**, said that the original amount of unpaid final Water/Sewer accounts for this period, through July 31, 2023, was \$3,123.33. Collection letters were sent out and payments of \$149.28 were collected. The uncollected amount was \$2,974.05. So, Saenz asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs.

**Nichols/Myers** made a motion to move the Goshen Water and Sewer Office's uncollected finalized accounts from active to Collection, Sewer Liens and Write offs. Motion passed 4-0.

**8) Legal Department request: Approve the license and service agreement with Blue Dot Equity, LLC, for the installation of an information kiosk downtown on the sidewalk near Main and Washington streets**

**Brandy Toms, a paralegal with the City Legal Department**, told the Board that attached to the meeting packet for the Board's approval and execution was a license and service agreement with Blue Dot Equity, LLC.

**Toms** said the agreement provides for the installation of an information kiosk on the sidewalk near the intersection of South Main Street and Washington Street. The City is permitting the placement of the kiosk in the City's right-of-way, installing the base, and providing power to the unit. Toms said Blue Dot Equity will be providing advertisements and information displays, with certain space and time reserved for City-sponsored content concerning upcoming events, programs, services, and other public notices/information.

According to the license and service agreement, the term of the agreement will commence upon execution by both parties and terminate on Dec. 31, 2024. This agreement shall continue on a year-to-year basis, Jan. 1 through Dec. 31, unless either party directs written notice of non-renewal to the other given at least 60 days prior to the expiration of the current term. The City will grant the contractor a license to install, maintain, and administer a kiosk in the City's right-of-way and sidewalk at or near the intersection of South Main Street and Washington Street.

The City will be responsible for the initial installation, consisting of a concrete base and pedestal for the kiosk provided by the contractor. Following installation of the kiosk, the City will furnish and supply a 110 volt electrical service for the use of the kiosk. **In exchange, the contractor will provide the following services:**

- The kiosk to be installed;
- Digital displays on the kiosk for the purpose of transmitting City messaging and wayfinding capabilities for visitors;



- Assist in any necessary production or reformatting of existing City content for display on the kiosk;
- Work with the City's Communication Manager to post monthly content, upcoming City events, programs, services, traffic notices, and other public notices as determined by City;
- The displays will equate to a minimum of 500, 10 second messages per day running from the hours of 6 a.m. until 12:00 a.m. (midnight) and will be dispersed equally throughout the running or operating hours.
- Grant administrative controls to the City's Communication Manager and provide necessary training for the production and posting of content for display on the kiosk;
- Create and consistently update an Interactive 3D wayfinding map of the City of Goshen downtown area, generally located between Pike Street and Madison Street (north to south) and 2nd Street and 5th Street (west to east), with said map including attractions, parks, merchants, stores, restaurants, and events;
- Supply the City with analytic monthly reports with respect to messaging runs, impressions, visitor interactions, and other key metrics;
- Comply with all policies, standards, and regulations of City, including local, State, and Federal laws;
- The contractor agrees to maintain the kiosk in good repair and condition;
- Nothing in this agreement shall be construed to control, direct, or otherwise limit the content of other displays on the kiosk, which shall be arranged for in the sole discretion of the contractor.

**Mayor Leichty** asked Toms who will hold the liability for the kiosk. Toms responded that the contractor will be responsible for the liability and for obtaining insurance.

**Nichols/Myers moved to approve the License and Service Agreement with Blue Dot Equity, LLC, as presented. Motion passed 4-0.**

**9) Engineering Department request: Approve an extension of the road closure of College Avenue near Horn Ditch Bridge until Monday, Nov. 6, 2023**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that Niblock Excavating has requested permission to extend the closure of College Avenue on either side of Horn Ditch bridge (Bridge No. 410) until Monday, Nov. 6, 2023.

**Sailor** said Niblock Excavating has encountered unexpected underground utility and dewatering issues. Niblock is requesting this extension to complete planned utility relocations and restore pavement in the College Avenue right-of-way in preparation for the Elkhart County replacement of Bridge No. 410.

**Nichols/Myers moved to approve an extension of the road closure of College Avenue near Horn Ditch Bridge until Monday, November 6, 2023. Motion passed 4-0.**

**10) Engineering Department request: Accept the drainage plan for the Keystone Square Fifteenth**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that pursuant to Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, Goshen Engineering has reviewed the drainage plan for Keystone Square Fifteenth on behalf of the Board of Works and Safety.

**Sailor** said that the Goshen Engineering Department finds the proposed drainage plan adequate to maintain on-site runoff from a 1 hour - 100-year rain event, which equates to 3-inches of rainfall in 24-hours.

Goshen Engineering recommends the Board's acceptance of the plan with the understanding that Goshen Engineering reviewed the drainage plan for general adherence to good engineering practice.

**Sailor** said the Board should note in their drainage approval that acceptance of the development's drainage plan in no way guarantees the drainage plan and drainage improvements will work as intended and the City accepts no liability for any design failures. All concerns related to the development's drainage improvement are to be referred back to the development's licensed professional(s).



In response to a question from **Board member Landis**, **Sailor** clarified the reason for the recommendation. **Nichols/Myers** moved to accept the drainage plan for the **Keystone Square Fifteenth**, which was prepared by the developer's Indiana licensed professional engineer. The City does not warrant the drainage plan will function as intended and accepts no liability for any failure of the drainage design. Motion passed 4-0.

**11) Engineering Department request: Approve the Mayor to sign Change Order No. 5 for a cost increase and 473 additional days added to the contract for the Wastewater Treatment Plant (WWTP) Improvements Project** **City Director of Public Works & Utilities Dustin Sailor** told the Board that Donohue and Associates has kept a log of project changes for the Wastewater Treatment Plant (WWTP) Improvements Project and has prepared a change order at the request of the Engineering Department. The change order includes a total of six changes to the project; five are additional costs and one is a cost reduction. **Sailor** said the changes include the following:

1. Provide handrail modifications to accommodate the grit tank stairway detailed in RFP No. 114, dated Nov. 17, 2021 (\$6,176.00).
2. Provide additional structural steel for the center of the upflow clarifier for structural integrity as detailed in RFI 123 dated Feb. 23, 2022 (\$26,600.00).
3. Relocate the lime sludge pump meter connection and welded outlet per a verbal field order in April of 2023 (\$3,597.00).
4. Recalibrate the scaling on the aeration air flow meters as detailed in RFP No. 32 date June 20, 2022 (\$1,632.00).
5. Waive the PWTech screw press final round of performance testing as proposed by Kokosing Industrial on June 6, 2022 (-\$45,500.00).
6. Claim resolution agreement between Kokosing Industrial, Inc. and the Board of Public Works (\$350,000.00).

**Sailor** said the change order is for a cost increase of \$171,401, which increases the total project cost to \$19,502,906.00. This change order is an increase of 2.71% over the original contract amount. The change order also adds 473 additional days to the contract as part of the negotiated settlement to allow for the closure of the contract.

**Sailor** said the Engineering Department has reviewed this change order and recommends its approval.

In response to a question from **Board member Landis**, **Sailor** clarified the amount of the change order.

**Nichols/Myers** moved to approve the Mayor to sign **Change Order No. 5 for a cost increase of \$342,505.00, with 473 additional days added to the contract.** Motion passed 4-0.

**Privilege of the Floor (opportunity for public comment for matters not on the agenda):**

**Mayor Leichty** opened Privilege of the Floor at 2:42 p.m.

On behalf of the **VFW 985 Auxiliary**, **Board of Works member Orv Myers** presented checks for \$500 to the **Goshen Police Department Honor Guard** and the **Goshen Fire Department**. **Police Chief Jose Miller** and **Fire Chief Dan Sink** accepted the donations. The audience responded with applause.

There were no comments from the public.

**Approval of Civil City and Utility Claims**

As all matters before the **Board of Public Works & Safety** were concluded, **Mayor Leichty/Board member Nichols** moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 5-0.

**Adjournment**

**Mayor Leichty** adjourned the **Board of Works** meeting at 2:44 p.m.





**APPROVED:**

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**Mayor Gina Leichy**

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**Mike Landis, Member**

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**Orv Myers, Member**

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**Mary Nichols, Member**

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**Barb Swartley, Member**

**ATTEST:**

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**Richard R. Aguirre, City of Goshen Clerk-Treasurer**



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: October 30<sup>th</sup>, 2023

From: Jose' Miller, Chief of Police

Reference: The Resignation of Officer Tyler D. Smoker #222

I am requesting that the Board of Public Works and Safety **approve the resignation of Officer Tyler D. Smoker effective November 1<sup>st</sup>, 2023**. Officer Smoker has accepted a position at the Noble County Sheriff's Office. Officer Smoker stated the work schedule for the Noble County Sheriff's Office will be much more conducive for him and his family.

I would like to thank Officer Smoker for the time he served our community and wish him only the best in his law enforcement career.

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**

To Chief Jose Miller  
And City of Goshen

I am writing this formal resignation letter on Tuesday, October 17, 2023 with my last working day of October 28, 2023 with the City of Goshen Police Department. My last day of employment with the City of Goshen would be Tuesday, October 31, 2023. I would like to thank Chief Miller and the City of Goshen for the opportunity to serve the city as a Canine handler.

Due to unforeseen scheduling conflicts with my family, I am regretfully submitting this resignation letter. I appreciate all that the City of Goshen has provided me and will take the great experience I have gained to further pursue my law enforcement career with a schedule better suiting my family.

Thank you.

Tyler Smoker

A handwritten signature in blue ink that reads "Tyler Smoker". The signature is written in a cursive style with a large, sweeping initial "T".



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: October 30<sup>th</sup>, 2023

From: Jose' Miller, Chief of Police

Reference: The Retirement of Officer Jeremy Hooley #155

I am requesting that the Board of Public Works and Safety **approve the retirement of Officer Jeremy Hooley effective November 17<sup>th</sup>, 2023.** Officer Hooley has accepted a position in the private sector in another state. Officer Hooley's last working day will be November 16<sup>th</sup>, 2023. Officer Hooley started his full-time career at the Goshen Police Department on October 8<sup>th</sup>, 2010. Prior to coming to Goshen, Officer Hooley was a full-time police officer with the Nappanee Police Department.

Officer Hooley started off his career in the patrol division and was later assigned to the Training Department as a Lieutenant. He served our department as a patrol Sergeant and was an instructor for various topics which include, but are not limited to, firearms and defensive tactics. Officer Hooley served on Goshen's tactical team and later on the multijurisdictional S.W.A.T. team. The knowledge and abilities Officer Hooley brought to our department are second to none. He has a passion for teaching officers to be the best they can be all while being as safe as possible while performing their duties.

I would like to thank Officer Hooley for his service and commitment to this department and our community. I wish him the absolute best in his retirement and in his future endeavors.

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**

Greetings Chief Miller and Assistant Chief Turner,

I am writing to inform you officially that I will be retiring from the Goshen Police Department effective November 16<sup>th</sup>, 2023.

This will bring a major shift in my life, and was not a decision made lightly. While certain aspects will be easy to leave behind, there is much that will not. Those officers that have been driven to do better, be better, and to train hard, I will definitely miss. It goes without saying that SWAT I will miss greatly as well.

I appreciate immensely the opportunities in training I have had while at the Goshen Police Department, such as the instructor level courses I have been able to attend and learn from. I also appreciate that, even though it is not desirable for an agency, frequent hiring has afforded me experience as an instructor that is only surpassed by those officers who are full-time instructors at academies. That experience, along with teaching in other countries, has contributed greatly to making me what I am now.

It is no secret that officer safety and standards have been my focus, even if it was a point of contention. I can say unequivocally that I am comfortable with that being part of my legacy, as my focus has always been improving officers ability to be safe as well as their knowledge of the law.

If you have any questions do not hesitate to ask.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized loop followed by the letters 'H155'.

Jeremy Hooley

Training Lieutenant



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: October 30<sup>th</sup>, 2023

From: Jose' Miller, Chief of Police

Reference: The Resignation of Reserve Officer Nicholas D. McCloughen

I am requesting that the Board of Public Works and Safety **approve the resignation of Reserve Officer Nicholas McCloughen effective October 24<sup>th</sup>, 2023.** Officer McCloughen worked as a fulltime police officer here in Goshen for approximately fifteen (15) years and left the profession for the private sector. Although Nick left the fulltime status he wished to remain on as a reserve police officer and was sworn in effective November of 2022.

On October 24<sup>th</sup>, 2023, Reserve Officer McCloughen contacted me and stated that his work schedule has consumed more time than anticipated. He feels he just does not have the time anymore to keep up with the required training. Even though he would love to remain on the department he feels he must resign from the position. I would like to thank Reserve Officer McCloughen for the time he has served both as a fulltime police officer and as a reserve police officer on the Goshen Police Department. I wish him only the best in his career.

Respectfully,

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405  
Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

October 24, 2023

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms  
**Subject:** **Resolution 2023-34 Approving Transfer of Police Dog to County of Noble**

The City of Goshen (“City”) and the County of Noble (“County”) have negotiated an agreement for the transfer of a police dog (“Jedi”) from the City to County.

Indiana Code §5-22-22-10, allows for the exchange of property between governmental entities for any amount of property or cash upon terms and conditions agreed upon by the governmental bodies as evidenced by adoption of a substantially identical resolution by each entity. As such, attached for the Board’s approval and execution is Resolution 2023-34, approving the transfer of Jedi to the County of Noble effective upon the County’s passage of a substantially identical resolution.

**Suggested Motion:**

Approve and execute Resolution 2023-34 Approving Transfer of Police Dog from City to the County of Noble at the cost of **\$4,500** effective upon the County’s passage of a substantially identical resolution.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
RESOLUTION 2023-34**

**Approving Transfer of Police Dog to County of Noble**

WHEREAS, the City of Goshen ("City") and the County of Noble ("County") have negotiated an agreement for the transfer of a police dog ("Jedi") to the County of Noble.

WHEREAS, County and City agree to have the City transfer a police dog to County.

WHEREAS, County desires to make improvements to its police department and believes an additional police dog is necessary.

WHEREAS, City declares Jedi to be surplus property under Indiana Code § 5-22-22-1 *et seq.*

WHEREAS, pursuant to Indiana Code § 5-22-22-10, surplus personal property may be exchanged among government bodies upon terms and conditions agreed upon by the governmental bodies as evidenced by adoption of a substantially identical resolution by each entity.

WHEREAS, transfers made under Indiana Code § 5-22-22-10 may be made for any amount of property or cash as agreed upon by the governmental bodies.

WHEREAS, City will accept Four Thousand Five Hundred Dollars (\$4,500) to transfer Jedi and County will release and forever hold harmless and indemnify City in return.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual promises, covenants and agreements set forth hereinafter, the Goshen Board of Public Works and Safety approves the following terms and conditions negotiated and agreed upon with the County of Noble for the transfer of Jedi from City of Goshen to County of Noble:

1. The purpose of this Resolution is to facilitate the transfer of Jedi to the County of Noble.
2. County will pay City the sum of Four Thousand Five Hundred Dollars (**\$4,500**) in exchange for City transferring Jedi to the County.
3. By adopting this Resolution, County does hereby covenant not to sue, releases, waives, and discharges City, its officers, directors, employees, and representatives, from any and all liability, loss, claims, demands, causes of action, court costs, attorney fees, and other expenses arising from any claim relating to the parties' agreement for the transfer of Jedi, and County does further agree to indemnify and hold harmless City from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, losses, judgments, proceedings, actions and causes of action of any and every kind and nature, including without limitation any damage or injury to person or property, and all costs, attorneys' fees, and expenses incurred in connection therewith, arising or



growing out of Jedi's transfer to and future actions for County.

4. Jedi is transferred to County "as is" and with "all faults", and County expressly waives any and all warranties of any kind, express or implied.

BE IT FURTHER RESOLVED that the parties' agreement as set forth above shall become effective upon the approval of a substantially identical resolution by the Board of Commissioners of County of Noble and the Board of Public Works & Safety of Goshen, Indiana.

**PASSED** and **ADOPTED** by the Goshen Board of Public Works and Safety on October 23, 2023.

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**Gina Leichty, Mayor**

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**Mary Nichols, Member**

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**Orv Myers, Member**

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**Michael A. Landis, Member**

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**Barb Swartley, Member**



## CITY OF GOSHEN LEGAL DEPARTMENT

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms  
**Subject:** Special Purchase of Taser Equipment, Accessories and Training Certification for the Goshen Police Department from Axon Enterprise, Inc.  
**Date:** October 30, 2023

On behalf of the Goshen Police Department, presented for the Board's approval is Resolution 2023-36 authorizing the special purchase of Taser equipment, accessories and training certification. Due to proprietary issues, this equipment and certification is only available for purchase from a single source, Axon Enterprise, Inc. The net purchase price will be \$325,799.20, paid in five (5) annual installments of \$65,159.84 starting February 2024 through and including February 2028. The quote and sole source letter have been attached to the resolution accordingly.

**Suggested Motion:**

Move to pass and adopt Resolution 2023-36 Authorizing the Special Purchase of Taser Equipment, Accessories and Training Certification for the Goshen Police Department from Axon Enterprise, Inc. at a net purchase price of \$325,799.20 paid over five (5) annual installments of \$65,159.84 each

**RESOLUTION 2023-36**

**Authorizing the Purchase of Taser Equipment, Accessories, and Training Certification for the Goshen Police Department from Axon Enterprise, Inc.**

WHEREAS, the City has tasers and equipment used by the Goshen Police Department that are outdated and no longer supported.

WHEREAS, the City wishes to purchase new tasers and accessories to replace the outdated equipment from Axon Enterprise, Inc, a sole-source supplier of this equipment.

WHEREAS, the City through its purchasing agent may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals if it determines in writing the basis for the special purchase and the selection of a particular contractor.

WHEREAS, Indiana Code § 5-22-10-13 allows the City to make a special purchase when, subject to Indiana Code § 5-22-10-14 and 15, there is only one source for the supply and the purchasing agent determines in writing that there is only one source for the supply.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

(1) The City of Goshen, through its Board of Public Works and Safety, on behalf of the Goshen Police Department, is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-13, subject to Indiana Code § 5-22-10-14 and 15, as there is only one source for the purchase of the taser equipment, accessories and training certification. A copy of the sole source letter from Axon Enterprise, Inc. is attached to this resolution as Exhibit A

(2) The special purchase of tasers and equipment shall be made from Axon Enterprise, Inc under Quote No.: Q-519191-45216.744BW for the total sum of \$325,799.20, to be paid in five (5) annual installments of \$65,159.84 starting February 2024 through and including February 2028. A copy of the quote is attached to this resolution as Exhibit B.

(3) The records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on October 30, 2023.

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Orv Myers, Member

\_\_\_\_\_  
Barb Swartley, Member



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SCOTTSDALE, ARIZONA 85255

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5/24/2023

**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AL, AR, CA, CT, DE, FL, GA, HI, IA, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TN, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

### **TASER Energy Weapon Descriptions**

#### **TASER 10 Energy Weapon**

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

#### **TASER 7 Energy Weapon**

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch



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- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

### **TASER 7 CQ Energy Weapon**

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

### **X2 Energy Weapon**

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.



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- Compatible with TASER Smart Cartridges only

### **X26P Energy Weapon**

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the X2 and X26P energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

## **TASER Brand Energy Weapon Model Numbers**

1. Energy Weapons:
  - TASER 10 Models: 100390, 100391
  - TASER 7 Models: 20008, 20009, 20010, and 20011
  - TASER 7 CQ Models 20213, 20214
  - TASER X2 Models: 22002 and 22003
  - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for energy weapons:
  - TASER 7 – 4-year extended warranty, item number 20040
  - X2 – 4-year extended warranty, item number 22014
  - X26P – 2-year extended warranty, item number 11008
  - X26P – 4-year extended warranty, item number 11004
3. TASER 10 Magazines
  - TASER 10 live duty magazine (black), item number 100393
  - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
  - TASER 10 live training magazine (purple), item number 100395
  - TASER 10 inert training magazine (red), item number 100396
4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to



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- function in the probe deployment mode)
  - TASER 10 live cartridge, item number 100399
  - TASER 10 HALT cartridge, item number 10400
  - TASER 10 inert cartridge, item number 100401
- 5. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
  - Standoff cartridge, 3.5 degrees, Model 22175
  - Close Quarter cartridge, 12 degrees, Model 22176
  - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
  - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
  - Inert cartridge, 3.5 degrees, Model 22179
  - Inert cartridge, 12 degrees, Model 22181
- 6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22188
  - 21-foot Model: 22189
  - 21-foot non-conductive Model: 44205
  - 25-foot Model: 22190
- 7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22184
  - 25-foot Model: 22185
  - 25-foot inert simulation Model: 22155
  - 25-foot non-conductive Model: 22157
- 8. Power Modules (Battery Packs) for TASER 7 and TASER 10 energy weapons:
  - Tactical battery pack Model 20018
  - Compact battery pack Model 22019
  - Non-Rechargeable battery pack Model 22020
  - Disconnect battery pack Model 20027
- 9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
  - TASER CAM HD replacement battery Model: 26764
  - TASER CAM HD Download Kit Model: 26762
  - TASER CAM HD optional 4-year extended warranty, item number 26763
- 10. Power Modules (Battery Packs) for X26P and X2 energy weapons:
  - Performance Power Magazine (PPM) Model: 22010
  - Tactical Performance Power Magazine (TPPM) Model: 22012
  - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
  - eXtended Performance Power Magazine (XPPM) Model: 11010
  - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
  - Axon Signal Performance Power Magazine (SPPM) Model: 70116



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11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
  - TASER Weapons Dock Core and Multi-bay Module: 74200
  - TASER Weapons Dock Core and Single-bay Module: 74201
  - TASER Weapons Dock Single Bay Dataport: 74208
12. TASER Dataport Download Kits:
  - Dataport Download Kit for the X2 and X26P Model: 22013
13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
14. Energy Weapon Holsters:
  - Right-hand TASER 10 holster by Safariland Model: 100611
  - Left-hand TASER 10 holster by Safariland Model: 100613
  - Right-hand TASER 10 holster by Blade-Tech Model: 100614
  - Left-hand TASER 10 holster by Blade-Tech Model: 100615
  - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
  - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
  - Ambidextrous TASER 10 holster by So-Tech Model: 100621
  - Right-hand TASER 7 holster by Safariland Model: 20063
  - Left-hand TASER 7 holster by Safariland Model: 20068
  - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
  - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
  - Right-Hand TASER 7 holster by BLACKHAWK Model: 20062
  - Left-Hand TASER 7 holster by BLACKHAWK Model: 20067
  - Right-hand X2 holster by BLACKHAWK Model: 22501
  - Left-hand X2 holster by BLACKHAWK Model: 22504
  - Right-hand X26P holster by BLACKHAWK Model: 11501
  - Left-hand X26P holster by BLACKHAWK Model: 11504
15. Enhanced HALT Suit Model: 100623
16. TASER Simulation Suit II Model: 44550
17. HALT Suit Model: 20050
18. TASER 7 conductive target Model: 80087
19. TASER 7 Target Frame Model: 80090

### **TASER 7 Warranties**

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047





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## TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10



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certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>1</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.

14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>1</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.
15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>1</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
20. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

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<sup>1</sup> Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.



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<b>SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON PRODUCTS</b> Choose an item.	<b>SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON PRODUCTS</b>
<b>Axon Enterprise, Inc.</b> <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b> <b>Phone: 800-978-2737</b> <b>Fax: 480-991-0791</b>	<b>Axon Enterprise, Inc.</b> <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b> <b>Phone: 800-978-2737</b> <b>Fax: 480-991-0791</b>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner  
Chief Operating Officer  
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.

The Delta Axon Logo, Axon, Axon Body, Axon Citizen, Axon Evidence, Axon Records, Axon Respond, Axon Signal, X2, X26P, TASER, TASER 7, and TASER 10 are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2023 Axon Enterprise, Inc.



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-519191-45216.744BW

Issued: 10/17/2023

Quote Expiration: 10/31/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 110351

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-111 E Jefferson St 111 E Jefferson St Goshen, IN 46528-3702 USA	Goshen Police Dept - IN 111 E Jefferson St Goshen IN 46528-3702 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ben Wendholt Phone: Email: bwendholt@axon.com Fax:	Ronnie Yoder Phone: Email: ronnieyoder@goshencity.com Fax:

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$325,799.20</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$325,799.20</b>

**Discount Summary**

Average Savings Per Year	\$7,492.80
<b>TOTAL SAVINGS</b>	<b>\$37,464.00</b>

**Payment Summary**

Date	Subtotal	Tax	Total
Feb 2024	\$65,159.84	\$0.00	\$65,159.84
Feb 2025	\$65,159.84	\$0.00	\$65,159.84
Feb 2026	\$65,159.84	\$0.00	\$65,159.84
Feb 2027	\$65,159.84	\$0.00	\$65,159.84
Feb 2028	\$65,159.84	\$0.00	\$65,159.84
<b>Total</b>	<b>\$325,799.20</b>	<b>\$0.00</b>	<b>\$325,799.20</b>

Quote Unbundled Price:	\$363,263.20
Quote List Price:	\$325,799.20
Quote Subtotal:	\$325,799.20

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
T10Cert	TASER 10 Certification Bundle	70	60	\$84.75	\$75.83	\$75.83	\$318,486.00	\$0.00	\$318,486.00
<b>A la Carte Hardware</b>									
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2			\$85.55	\$85.55	\$171.10	\$0.00	\$171.10
80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2			\$171.05	\$171.05	\$342.10	\$0.00	\$342.10
<b>A la Carte Services</b>									
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,800.00	\$6,800.00	\$6,800.00	\$0.00	\$6,800.00
<b>Total</b>							<b>\$325,799.20</b>	<b>\$0.00</b>	<b>\$325,799.20</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	70	02/01/2024
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	2	02/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	70	02/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	2	02/01/2024
TASER 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	3	02/01/2024
TASER 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	3	02/01/2024
TASER 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	3	02/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	1400	02/01/2024
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	420	02/01/2024
TASER 10 Certification Bundle	100401	TASER 10 INERT CARTRIDGE	28	02/01/2024
TASER 10 Certification Bundle	100616	TASER 10 BLACKHAWK HOLSTER, RH	70	02/01/2024
TASER 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	02/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	70	02/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	12	02/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	2	02/01/2024
TASER 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	02/01/2024
TASER 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	02/01/2024
TASER 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	02/01/2024
TASER 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	02/01/2024
TASER 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	02/01/2024
A la Carte	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	03/01/2024
A la Carte	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	03/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	140	02/01/2025
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	420	02/01/2025
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	140	02/01/2026
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	420	02/01/2026
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	140	02/01/2027
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	420	02/01/2027
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	140	02/01/2028
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	420	02/01/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	70	03/01/2024	02/28/2029
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	03/01/2024	02/28/2029

### Services

Bundle	Item	Description	QTY
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### Services

Bundle	Item	Description	QTY
TASER 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	70
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	70	02/01/2025	02/28/2029
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	2	02/01/2025	02/28/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	70	02/01/2025	02/28/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	2	02/01/2025	02/28/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	12	02/01/2025	02/28/2029
TASER 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	02/01/2025	02/28/2029

## Payment Details

<b>Feb 2024</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 1	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	\$68.42	\$0.00	\$68.42
Year 1	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	\$34.22	\$0.00	\$34.22
Year 1	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 1	T10Cert	TASER 10 Certification Bundle	70	\$63,697.20	\$0.00	\$63,697.20
<b>Total</b>				<b>\$65,159.84</b>	<b>\$0.00</b>	<b>\$65,159.84</b>

<b>Feb 2025</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 2	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	\$68.42	\$0.00	\$68.42
Year 2	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	\$34.22	\$0.00	\$34.22
Year 2	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 2	T10Cert	TASER 10 Certification Bundle	70	\$63,697.20	\$0.00	\$63,697.20
<b>Total</b>				<b>\$65,159.84</b>	<b>\$0.00</b>	<b>\$65,159.84</b>

<b>Feb 2026</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 3	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	\$68.42	\$0.00	\$68.42
Year 3	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	\$34.22	\$0.00	\$34.22
Year 3	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 3	T10Cert	TASER 10 Certification Bundle	70	\$63,697.20	\$0.00	\$63,697.20
<b>Total</b>				<b>\$65,159.84</b>	<b>\$0.00</b>	<b>\$65,159.84</b>

<b>Feb 2027</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 4	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	\$68.42	\$0.00	\$68.42
Year 4	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	\$34.22	\$0.00	\$34.22
Year 4	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 4	T10Cert	TASER 10 Certification Bundle	70	\$63,697.20	\$0.00	\$63,697.20
<b>Total</b>				<b>\$65,159.84</b>	<b>\$0.00</b>	<b>\$65,159.84</b>

<b>Feb 2028</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 5	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	\$68.42	\$0.00	\$68.42
Year 5	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	\$34.22	\$0.00	\$34.22
Year 5	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 5	T10Cert	TASER 10 Certification Bundle	70	\$63,697.20	\$0.00	\$63,697.20
<b>Total</b>				<b>\$65,159.84</b>	<b>\$0.00</b>	<b>\$65,159.84</b>



Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

10/17/2023





## Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

### 1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

### 2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

### 3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

### 4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

### 5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

### 6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

### 7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

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fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

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Department: Legal

Version: 18.0

Release Date: 6/26/2023

**RESOLUTION 2023-36**

**Authorizing the Purchase of Tasers for the Goshen Police Department  
from Axon Enterprise, Inc.**

WHEREAS, the City has tasers and equipment used by the Goshen Police Department that are outdated and no longer supported.

WHEREAS, the City wishes to purchase new tasers and accessories to replace the outdated equipment from Axon Enterprise, Inc, a sole-source supplier of this equipment.

WHEREAS, the City through its purchasing agent may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals if it determines in writing the basis for the special purchase and the selection of a particular contractor.

WHEREAS, Indiana Code § 5-22-10-13 allows the City to make a special purchase when, subject to Indiana Code § 5-22-10-14 and 15, there is only one source for the supply and the purchasing agent determines in writing that there is only one source for the supply.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

(1) The City of Goshen, through its Board of Public Works and Safety, on behalf of the Goshen Police Department, is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-13, subject to Indiana Code § 5-22-10-14 and 15, as there is only one source for the purchase of the taser equipment and accessories.

(2) The special purchase of tasers and equipment shall be made from Axon Enterprise, Inc under Quote No.: Q-519191-45216.744BW for the total sum of \$325,799.20, to be paid in five (5) annual installments of \$65,159.84 starting February 2024 through and including February 2028. A copy of the quote is attached to this resolution.

(3) The records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on October 30, 2023.

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Orv Myers, Member

\_\_\_\_\_  
Barb Swartley, Member

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
  - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
  - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
  - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



# Master Services and Purchasing Agreement for Agency

## 18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

**AXON:**

**AGENCY:**

Axon Enterprise, Inc.

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Axon Cloud Services Terms of Use Appendix**

1. Definitions.
  - a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
  - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
  - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
  - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
  - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
  - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic





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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.  
  
For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
  - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
  - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
  - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
  - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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**Axon Customer Experience Improvement Program Appendix**

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
  - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
  - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

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<sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- 1. Utilization of Services. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. Axon Full Service (Axon Full Service). Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

Table with 1 column and 10 rows detailing Axon Full Service options: System set up and configuration, Dock configuration, Best practice implementation planning session, System Admin and troubleshooting training sessions, Axon instructor training (Train the Trainer), Evidence sharing training, End user go-live training and support sessions, Implementation document packet, Post go-live review.

- 3. Body-Worn Camera Starter Service (Axon Starter). Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

Table with 1 column and 1 row detailing Axon Starter options: System set up and configuration (Remote Support).



<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency</li> <li>• Does not include physical mounting of docks</li> </ul>
<p><b>Axon instructor training (Train the Trainer)</b>          Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p><b>End user go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><b>Implementation document packet</b>          Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

- Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
- CEW Services Packages.** CEW Services Packages are detailed below:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Configure Axon Evidence categories &amp; custom roles based on Agency need.</li> <li>• Troubleshoot IT issues with Axon Evidence.</li> <li>• Register users and assign roles in Axon Evidence.</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>Dedicated Project Manager</b>          Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
<p><b>Best practice implementation planning session to include:</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies</li> <li>• Discuss the importance of entering metadata and best practices for digital data management</li> <li>• Provide referrals to other agencies using TASER CEWs and Axon Evidence</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b>          On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon Evidence Instructor training</b></p> <ul style="list-style-type: none"> <li>• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.</li> <li>• <b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Agency</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual at Agency</li> </ul>
<p><b>TASER CEW inspection and device assignment</b>          Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p><b>Post go-live review</b>  <b>For the CEW Full Service Package:</b> On-site assistance included.  <b>For the CEW Starter Package:</b> Virtual assistance included.</p>

- Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<p><b>Archival of CEW Firing Logs</b>          Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
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**Return of Old Weapons**

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

<b>System set up and configuration (Remote Support)</b> <ul style="list-style-type: none"><li>• Instructor-led setup of Axon VR headset content</li><li>• Configure agency settings based on Agency need</li><li>• Troubleshoot IT issues with Axon VR headset</li></ul>
<b>Axon instructor training (Train the Trainer)</b> <p>Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations</p>
<b>Classroom and practical training sessions</b> <p>Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices</p>

- 8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

<b>System set up and configuration (Remote Support)</b> <ul style="list-style-type: none"><li>• Instructor-led setup of Axon Air App (ASDS)</li><li>• Configure agency settings based on Agency need</li><li>• Configure drone controller</li><li>• Troubleshoot IT issues with Axon Evidence</li></ul>
<b>Axon instructor training (Train the Trainer)</b> <p>Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<b>Classroom and practical training sessions</b> <p>Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices</p>

- 9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

- 11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

- 12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



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13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.





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**Technology Assurance Plan Appendix**

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user...
2. Training. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance...
3. TASER Upgrade. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon...
4. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term...
5. Trade-in. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit...

Table with 2 columns: Agency Size, Days to Return from Start Date of TASER 7 Subscription. Rows include: Less than 100 officers (30 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 6. TASER 7 Subscription Term. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware...
7. Access Rights. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices...
8. Privacy. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body...
9. Termination. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan...
9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



## Master Services and Purchasing Agreement for Agency

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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. Trade-in. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Agency Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. TASER 10 Subscription Term. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. Access Rights. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. Agency Warranty. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.



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**Axon Auto-Tagging Appendix**

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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**Axon Fleet Appendix**

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
  - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
  - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
  - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
  - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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**Axon Respond Appendix**

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.





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**Add-on Services Appendix**

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
  - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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**Axon Auto-Transcribe Appendix**

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
  - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



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**Axon Virtual Reality Content Terms of Use Appendix**

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
  - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
  - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
  - 3.4. use trade secret information contained in Virtual Reality Media;
  - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
  - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
  - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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**Axon Evidence Local Software Appendix**

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



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**Axon Application Programming Interface Appendix**

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:
  - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



### Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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**Axon Channel Services Appendix**

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.
  - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
  - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
  - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
  - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
  - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 8.4. Ensure all appropriate data backups are performed;
  - 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
  - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
  - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,





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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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**VIEVU Data Migration Appendix**

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
  - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
  - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



**Axon Technical Account Manager Appendix**

This Appendix applies if Axon Support Engineer services are included on the Quote.

- 1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.
- 2. **Full-Time TAM Scope of Services.**
  - 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
  - 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
  - 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
  - 2.4. The Full-Time TAM **Service options are listed below:**

<p><b>Ongoing System Set-up and Configuration</b>          Assisting with assigning cameras and registering docks          Maintaining <b>Agency's Axon Evidence account</b>          Connecting Agency to "Early Access" programs for new devices</p>
<p><b>Account Maintenance</b>          Conducting on-site training on new features and <b>devices for Agency leadership team(s)</b>          Thoroughly documenting issues and workflows and suggesting new workflows to improve <b>the effectiveness of the Axon program</b>          Conducting weekly meetings to cover current issues and program status</p>
<p><b>Data Analysis</b>          Providing on-demand Axon usage data to identify trends and insights for improving daily workflows          Comparing <b>Agency's Axon usage and trends to peers to establish best practices</b>          Proactively monitoring the health of Axon equipment and coordinating returns when needed</p>
<p><b>Direct Support</b>          Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices          Proactively monitoring the health of <b>Axon equipment</b>          Creating and monitoring RMAs <b>on-site</b>          Providing Axon app support          Monitoring and testing new firmware and workflows before they are released to Agency's production environment</p>
<p><b>Agency Advocacy</b>          Coordinating <b>bi-annual voice of customer meetings with Axon's Device Management team</b>          Recording and tracking Agency feature requests and major bugs</p>

- 3. **Regional TAM Scope of Services**
  - 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
  - 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
  - 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
  - 3.4. The Regional TAM service options are listed below:



**Account Maintenance**

Conducting remote training on new features and **devices for Agency's leadership**  
Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**  
Conducting weekly conference calls to cover **current issues and program status**  
Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

**Direct Support**

**Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices**  
Creating and monitoring RMAs remotely

**Data Analysis**

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**  
Comparing an **Agency's Axon usage and trends to peers to establish best practices**  
Proactively monitoring the health of Axon equipment and coordinating returns when needed

**Agency Advocacy**

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**  
Recording and tracking Agency feature requests and major bugs

- 4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.



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### Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

## My90 Terms of Use Appendix

### Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
  - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
  - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
  - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
  - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
  - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified



in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
  - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
  - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to





that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
  - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
  - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
  - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
  - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
  - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
  - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
  - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
  - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
  - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
  - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security



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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
  - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
  - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
  - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
  - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
  - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
  - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.



**CITY OF GOSHEN LEGAL DEPARTMENT**  
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**MEMORANDUM**

**Date:** October 30, 2023  
**To:** Board of Public Works and Safety  
**From:** Bodie J. Stegelmann  
**Subject:** Agreement with Goshen Firefighters Association Local No. 1443, International Association of Firefighters

The City and the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, have concluded negotiations of a new agreement. Following is a summary of the changes:

Effective Dates – The agreement is effective from January 1, 2024, through December 31, 2026.

Wages – The base salaries are increased 7% for 2024, and 3% for 2025 and 2026. Increases for 2025 and 2026 have been estimated and either side may open up the agreement as to wages for those years.

Pension Contribution – The City will not pay 1% of the employee's contribution to the pension plan, as it did during the current contract.

Health Insurance – The City will continue to pay 80% and the employee will continue to pay 20% of the weekly health insurance premium cost. The weekly premium rates are \$507.08 effective December 31, 2023; \$532.40 per week, effective December 29, 2024, and not to exceed \$564.30 per week, effective January 4, 2026.

Holidays – Firefighters shall not be required to engage in training or schooling on any holiday established by the Goshen Common Council in the annual compensation ordinance for civil city and utilities employees.

Working out of Classification – Any member carrying out the duties of a Chief, Assistant Chief, Battalion Chief, or Chief Inspector for an aggregate amount of more than 45 consecutive calendar days in a calendar year shall receive the rank differential of member's current rank pay and chief officers pay for the days the member carried out the duties of the chief officer.

Sick Leave - All new firefighters shall be assigned sick leave in the amount of 720 hours; however, sick leave shall not accrue during the first 5 years of employment. Firefighters with less than 5 years of experience shall receive 720 hours of sick leave, less sick time already used. After a firefighter has completed 5 years of active employment, all firefighters shall begin earning 12 hours of sick leave for each month of continued active employment.

Tuition Reimbursement – All full-time sworn members may receive tuition reimbursement for successful completion of college undergraduate or graduate courses that will benefit the City, and that the Chief approves.

Suggested Motion: Move to approve and execute the agreement with the Goshen Firefighters Association Local No. 1443, International Association of Firefighters.

**AGREEMENT BETWEEN  
CITY OF GOSHEN, INDIANA  
AND**

**GOSHEN FIREFIGHTERS ASSOCIATION LOCAL NO. 1443,  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**EFFECTIVE DATES**

**JANUARY 1, 2024 THROUGH DECEMBER 31, 2026**



**AGREEMENT BETWEEN  
CITY OF GOSHEN, INDIANA**

**AND**

**GOSHEN FIREFIGHTERS ASSOCIATION LOCAL NO. 1443,  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

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**AGREEMENT BETWEEN  
CITY OF GOSHEN, INDIANA**

**AND**

**GOSHEN FIREFIGHTERS ASSOCIATION LOCAL NO. 1443,  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

This agreement is entered into on January 1, 2024 and continuing through December 31, 2026, by and between the City of Goshen, Indiana, through its Board of Public Works and Safety, hereinafter called “City,” and Goshen Firefighters Association, Local No. 1443, International Association of Firefighters, hereinafter called “Union.”

The City and the Union, in consideration of the mutual covenants and agreements agree as follows:

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**ARTICLE I                      Purpose and Definitions**

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**Section One.            Purpose**

The parties enter into this agreement to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union in the best interests of the community; to improve the public firefighting service; and to provide an orderly and equitable means of resolving future differences between parties.

**Section Two.            Definitions**

- (a)        “City” shall include the elected or appointed representatives of the City of Goshen, Indiana, including the Fire Chief, Assistant Fire Chiefs, Battalion Chiefs, EMS Chief, Certified Chief Inspector, and Chief Inspector.
- (b)        “Union” shall include all other sworn members of the City Fire Department and the officers or representatives of the Union.
- (c)        “Members” shall refer to all employees of the City of Goshen Fire Department represented by the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, including both paramedics and firefighters.
- (d)        When the singular number is used, it shall include the plural.
- (e)        When the masculine gender is used, it shall include the feminine gender.

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**ARTICLE II                      Coverage**

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This agreement shall be applicable to all sworn members of the City Fire Department, except the Fire Chief, Assistant Fire Chiefs, Battalion Chiefs, EMS Chief, Chief Inspector, and Certified Chief Inspector.

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**ARTICLE III            Recognition**

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**Section One.**

The City recognizes the Union as the sole and exclusive bargaining representative for all Members of the Fire Department excepting: the Fire Chief, Assistant Fire Chiefs, Battalion Chiefs, EMS Chief, Chief Inspector, and Certified Chief Inspector. The Union does not represent any part-time or seasonal employees of the Department.

The City agrees it shall not enter into any oral or written agreements with any employee represented by the Union either individually or collectively or with any other organization acting on behalf of such employee for the duration of this agreement.

**Section Two.**

Notwithstanding the provisions of Section One, City may enter into an agreement with individual employees to repay a prorated share of the cost of paramedic training if the employee does not serve as an active paramedic for at least three (3) consecutive years.

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**ARTICLE IV                      Rights of Management**

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Except as otherwise provided in this agreement, or applicable federal or state law, the City, in the exercise of its functions of management, shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Fire Department, the right to hire, discharge, suspend, discipline, promote, demote, and transfer firefighters. Nothing in this Article shall limit or prevent firefighters' rights to the grievance procedure provided for in this agreement.

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**ARTICLE V                    Dues Deduction**

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**Section One.            Union Members**

The City shall deduct, as dues, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues, fees, and assessments. Such sums, accompanied by a list of employees who have authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union Secretary-Treasurer within thirty (30) days after such collections have been made.

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**ARTICLE VI            Union Activities**

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**Section One.            General**

- (a) Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection.
- (b) Employees may express or communicate any views, grievance, complaint, or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal. However, before any grievance or complaint is aired publicly, the issue shall be presented, in writing, to the Fire Chief and afford the Fire Chief a reasonable opportunity to respond to the grievance or complaint.

**Section Two.            Released Time**

Officers and other representatives of the Union shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing grievances, and administering and enforcing this agreement. The City shall not be required to call in overtime in order to meet the requirements of this Section.

**Section Three.            Bulletin Boards**

The City shall furnish and maintain suitable bulletin boards in convenient places in each station and work areas. The Union shall have the right to utilize such bulletin boards for the posting of information.

**Section Four.            Meetings**

The Union may schedule meetings on Fire Department property.

**Section Five.            Union Activities**

The President or a designee shall be allowed time off with pay not to exceed three (3) days in any calendar year to attend Union conventions and seminars.



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**ARTICLE VII            Wages**

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**Section One.            General**

The City's annual Compensation Ordinance for Fire Department Employees containing base salary and other benefits as negotiated from time to time by action of the Common Council of the City of Goshen, Indiana, is made a part of this agreement by reference. The base salary to be included in the City's annual Compensation Ordinance for Fire Department Employees is included in Exhibit A attached to this agreement.

**Section Two.            Overtime Pay**

- (a) For the purpose of determining overtime compensation, the calendar year shall be divided into work periods which will consist of twenty-seven (27) consecutive calendar days. A covered employee for the purpose of this Article is an employee who is regularly scheduled to work twenty-four (24) hour days.
- (b) Any covered employee who exceeds two hundred four (204) hours in any work period shall be paid at one-half (½) the applicable hourly rate for those hours in excess of two hundred four (204) until the employee reaches two hundred sixteen (216) hours in that work period.
- (c) Any covered employee who exceeds two hundred sixteen (216) hours in any work period shall receive two (2) times the base hourly rate for those hours in excess of two hundred sixteen (216) during that period except as provided in paragraph (n) of this section.
- (d) The applicable hourly rate for calculating overtime compensation for hours worked between two hundred four (204) and two hundred sixteen (216) in any work period shall be the annual base salary plus applicable additional payments divided by two thousand seven hundred fifty-six (2,756).
- (e) The base hourly rate for calculating overtime compensation for hours worked in excess of two hundred sixteen (216) in any work period shall be annual base salary divided by two thousand nine hundred twelve (2,912).
- (f) Overtime compensation for any work period shall be paid in the pay period which includes the pay for the 27th day of the work period.
- (g) Overtime shall be assigned for covered employees as uniformly as possible.
- (h) When a covered employee is called in to work overtime, the employee shall be guaranteed two hours pay at the overtime rate.
- (i) In the event that a covered employee is held over the covered employee's regular work shift, the covered employee shall receive the applicable overtime pay, if any, but shall not be guaranteed two (2) hours pay.
- (j) Overtime between one (1) minute and fifteen (15) minutes shall require payment of one-quarter (¼) hour, overtime between sixteen (16) minutes and thirty (30) minutes shall require payment of one-half (½) hour, overtime between thirty-one (31) minutes and forty-five (45) minutes shall

require payment of three-quarters ( $\frac{3}{4}$ ) hour, and overtime between forty-six (46) minutes and sixty (60) minutes shall require payment of one (1) hour.

- (k) In lieu of cash payment for overtime compensation, the City may elect to provide compensatory time. Such compensatory time shall be credited at the rate of two (2) hours for each hour of overtime worked, up to a maximum of four hundred eighty (480) hours compensatory time. Compensation for all hours in excess of four hundred eighty (480) hours shall be paid in cash at the base hourly rate. A member who has accrued compensatory time off, at City's option, shall be permitted to use such time, provided that such member gives at least fourteen (14) days' notice to the City. All requests for compensatory time off accrued at City's option shall be granted unless the time off will unduly disrupt the operations of the Fire Department.

A member may elect, at member's option, to receive compensatory time (Member Elected Compensatory Time or MECT) in lieu of a cash payment. A member may accrue no more than forty-eight (48) hours of MECT at any time. MECT shall be credited at the rate of two (2) hours for each hour of overtime worked. A member who has accrued MECT shall be permitted to use MECT upon fourteen (14) days' notice to City, provided that the member's absence will not require City to call in another member on overtime to meet minimum staffing requirements. Requests to use MECT will be considered after vacation time and personal days have been assigned provided such vacation time and personal days have been requested by December 31 of the prior year. If at the end of the year a member has not used all MECT, the member may elect to "bank" the unused MECT or elect to be paid the MECT. However, the member may not bank more than forty-eight (48) hours of MECT whether accruing in the current year or prior years. Any payment for actual hours worked shall be paid at two (2) times the base hourly rate applicable in the year in which the hours were worked.

The City may require a member to use accrued compensatory time upon at least fourteen (14) days' notice to the employee. Upon termination of employment, a member shall be paid for unused compensatory time at the member's base hourly rate of pay then in effect, or the average of the pay received by the member during the last three (3) years of employment, whichever is higher. Unused MECT will be paid at the base hourly rate applicable in the year in which the MECT hours were worked. Compensatory time shall be used for no less than four (4) hours at a time.

- (l) For calculating overtime compensation, hours taken off for vacation, sick leave and personal leave will be counted as hours worked, but other types of leave will not be counted as hours worked.
- (m) Applicable additional payments, as used in this Section, shall include annual longevity increase in pay, paramedic pay, specialty pay, and master fire pay or fire officer one pay. Applicable additional payments do not include cost of health insurance, 20-year bonus pay, contributions to pension plan or the value of any other fringe benefit not specifically enumerated.
- (n) If a covered employee is attending mandated paramedic training to obtain initial paramedic license, and the employee works more than two hundred sixteen (216) hours in any work period for the purpose of attending the mandated paramedic training, the employee shall receive one and one-half ( $1\frac{1}{2}$ ) times the employee's hourly rate. The applicable hourly rate for calculating overtime compensation shall be the annual base salary plus applicable additional payments divided by two thousand seven hundred fifty-six (2,756).

**Section Three.      Holiday Pay**

Members will not receive separate Holiday Pay. Members may or may not work during a holiday observed by the City of Goshen based on normal scheduling and vacation selection. Therefore, each member's base salary takes these considerations into account.

**Section Four.      Annual Longevity Increase in Pay**

- (a) In addition to the regular salary, each member shall receive an annual longevity increase in pay bonus (formerly increment pay bonus) based on Two Hundred Dollars (\$200.00) per year of service, to a maximum of Three Thousand Four Hundred Dollars (\$3,400.00) per year. Effective January 1, 2021, increment pay shall be referred to as annual longevity increase in pay – Members will receive annual longevity increase in pay which is not an additional benefit over and above increment pay.
- (b) Annual longevity increase in pay is to be included in the regular bi-weekly check and is to reflect the number of years and partial years completed by the respective member of the Fire Department at the end of the previous fiscal year.
- (c) Notwithstanding Article XII, Section 4(a), above, Members shall receive a one-time bonus payment for more than twenty (20) years of continuous service to the Department in the amount of fifteen percent (15%) of the current year's private pay, which shall be paid to the member within the thirty (30) days after the member's 20<sup>th</sup> employment anniversary.

**Section Five.      Probationary Firefighters**

- (a) During periods of training, a probationary firefighter is not entitled to any more overtime pay that is mandated by the federal Fair Labor Standards Act, notwithstanding the provisions of Section Two.
- (b) No probationary firefighter shall be counted as manpower as outlined in Article XVII until all of the firefighter's personal protective equipment has been received by the firefighter and fits correctly. In the event the firefighter's personal protective equipment delivery is delayed, and City has personal protective equipment that fits adequately as determined by the current committee defined in Article XIII, paragraph (c), and passes the current personal protective equipment inspection process, the firefighter may be issued the temporary personal protective equipment until the firefighter's new personal protective equipment arrives and fits correctly. If City cannot provide a complete ensemble of personal protective equipment, the probationary firefighter shall not be counted as manpower as outlined in Article XVII. The probationary firefighter can begin employment for other purposes such as training and administrative purposes.

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## **ARTICLE VIII      Hours of Employment**

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### **Section One.      Work Schedule**

- (a)    Regular Schedule. The regular work schedule of firefighters shall be:
- (1)    A twenty-seven (27) day tour of duty with each work day to consist of twenty-four (24) hours starting at 07:00 hours.
  - (2)    The platoon system shall be a three-platoon system.
- (b)    Flex Schedule. One (1) firefighter per platoon may be scheduled to work forty (40) hour weeks or scheduled to work different platoons to reduce overtime, accommodate light duty assignments, or work special projects. Any firefighter who is ill or injured cannot be assigned light duty without the firefighter's consent.
- (c)    In the event a firefighter is scheduled to work a forty (40) hour week, the firefighter will not be required to work more than seven (7) regularly scheduled twenty-four (24) hour work days if the firefighter is scheduled to work one (1), forty (40) hour week in the twenty-seven (27) day work period; five (5) regularly scheduled twenty-four (24) hour work days if the firefighter is scheduled to work two (2), forty (40) hour weeks in the twenty-seven (27) day work period; or three (3) regularly scheduled twenty-four (24) hour work days if the firefighter is scheduled to work three (3), forty (40) hour weeks in the twenty-seven (27) day work period.

### **Section Two.      Trading of Days**

Firefighters shall be permitted to voluntarily trade work days, provided, however, that firefighters shall not be permitted to "borrow" time from the City, and provided further that all time traded shall be paid back within twelve (12) months.

### **Section Three.      Probationary Firefighters**

A probationary firefighter may be scheduled for work in any fashion during periods of paramedic training that minimize the overtime earned by the probationary firefighter or reduces the need to call in other firefighters for overtime duty.

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**ARTICLE IX                  Vacations**

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**Section One.                  Eligibility and Amounts**

Vacation time shall be granted to the benefit of firefighters based upon years of service, as follows:

- (a) Firefighters who have completed up to eight (8) years of service, shall accrue twelve (12) hours of vacation per month up to one hundred forty-four (144) hours of vacation.
- (b) Firefighters who have completed eight (8) years of service, but less than fifteen (15) years of service, shall accrue eighteen (18) hours of vacation per month up to two hundred sixteen (216) hours of vacation.
- (c) Firefighters who have completed fifteen (15) years of service shall accrue twenty-four (24) hours of vacation per month up to two hundred eighty-eight (288) hours of vacation.

**Section Two.                  Vacation Schedule**

- (a) Selection.
  - (1) All vacation selections must constitute a minimum of one (1) three (3) day work cycle, or the total amount of accrued vacation hours the Member has remaining, whichever is less
  - (2) Vacations shall be selected on the basis of seniority per shift, and each firefighter may select up to two (2) consecutive three (3) day work cycles of vacation on the firefighter's first pick. The days must be consecutive work days.
  - (3) The firefighter may select three (3) days; however, they must wait until all other Members have made their initial selections before being allowed a second pick of three (3) days.
- (b) Not less than two (2) Members per shift shall be eligible for vacation at any time.
- (c) Vacation schedules for each shift will be posted by the ranking member of the shift by November 15. All vacation picks shall be made by December 20 according to seniority. After everyone eligible has scheduled their first choice, then the ones with three (3) days remaining on their first pick may select their next three (3) days. After their selection, the ones with nine (9) days may pick their next three (3), then after that, the ones with twelve (12) may pick their remaining three (3) days.
- (d) Any three (3) day work period that begins prior to December 29 of the year being selected may be selected as a vacation period for that year.
- (e) When a firefighter is transferred from one shift to another after vacations are picked, the firefighter's vacation will transfer with the firefighter, within a maximum of seven (7) days of the firefighter's original pick.

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**ARTICLE X****Seniority, Lay-Off and Recall**

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- (a) Seniority shall be determined by the date of the firefighter's current appointment to the Department. In the event that two (2) or more firefighters are appointed on the same date, seniority shall be awarded on the basis of the order of Pension Board selection.
- (b) A "lay-off" is hereby defined as a necessary reduction of the work force of the Fire Department. Lay-offs shall be made in the reverse order of seniority; that is, the firefighter with the least seniority shall be laid off first, and the firefighter with the most seniority shall be laid off last.
- (c) A "recall" shall be an increase of the work force with the Fire Department following a lay-off. Recall shall be by seniority with the firefighter with the most seniority being the first individual to be recalled, and the firefighter with the least seniority being the last individual to be recalled.
- (d) In the event of a personnel reduction, no new employees shall be hired until all laid-off employees are recalled or have refused to return to work.
- (e) If any position of the Fire Department presently being performed by a firefighter is performed by civilian or volunteer help, no firefighter shall be laid off as a result.

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**ARTICLE XI            Bereavement Leave**

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**Section One.**

In case of death in the firefighter's immediate family (meaning parent, spouse, grandparent, grandchild, parent-in-law, brother, sister, sister-in-law, brother-in-law, child and stepchild who is or has been a member of the firefighter's household), a firefighter shall receive upon request five (5) consecutive calendar days off without loss of regular pay commencing from the date of death to make preparations for and attend the funeral and burial of such relative, and after the funeral and burial, to attend to any necessary business or legal matters of the decedent or the decedent's estate. In addition, any firefighter who is asked to be a pallbearer will have time off to attend the funeral.

**Section Two.**

In the case of death of a member of the employee's family other than set forth above in Section One of this Article, an employee may be granted upon request twenty-four (24) hours of leave without loss of regular pay.

**Section Three.**

In case of death of a co-worker, an employee may be granted reasonable time off to attend the funeral of said co-worker, provided that staffing permits. As contained herein, co-worker shall be identified as an employee at time of death.

**Section Four.**

The Fire Chief shall have the right to grant, in appropriate cases and at the Fire Chief's own discretion additional time or days off work for funerals which may be taken as personal leave, sick leave or compensatory time off at the option of the firefighter.

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**ARTICLE XII Insurance**

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**Section One.**

The City shall provide at City's expense medical and hospitalization insurance for each member and the member's spouse and eligible dependents.

**Section Two.**

For the term of this agreement, each member shall contribute no more than twenty percent (20%) of the cost of the health insurance premium per week. This contribution shall be deducted from the member's bi-weekly paycheck. The City shall contribute no less than eighty percent (80%) of the cost of the health insurance premium per week. Based on Central States' 2023 quote, the City's contribution will be as follows:

- (a) Five Hundred Seven and 08/100 Dollars (\$507.08) per week, effective December 31, 2023.
- (b) Five Hundred Thirty-Two and 40/100 Dollars (\$532.40) per week, effective December 29, 2024
- (c) An amount not to exceed Five Hundred Sixty-Four and 30/100 Dollars (\$564.30) per week, effective January 4, 2026.

**Section Three.**

City agrees to contract with Central States, Southeast and Southwest Areas Health and Welfare Fund to purchase Central States' C6 Benefit Plan City's obligation to provide Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan is subject to Central States continuing to offer coverage to the City's other employees at the same rate that Central States offers the Plan to the City's Union employees.

**Section Four.**

For the purposes of this Article, Members shall include all firefighters or paramedics off work due to injury and/or illness until such time as such Members begin receiving disability benefits from the fire pension fund.

**Section Five.**

If City decides to drop the Central States C6 Plan because the cost of the Plan exceeds the maximum cost per week per employee as established by Central States' 2023 quote incorporated into this agreement by reference, City agrees to consult with Union as part of the process of selecting a new insurance plan. City agrees to replace as much of Central States' C6 Plan, including dental, vision, life insurance and disability benefits, as City can for the cost maximums set out in Article XII, Section Two. Any new insurance plan will, at a minimum, provide the health insurance benefits. However, City does not agree to provide the dental, vision, life insurance and disability benefits provided in Central States' C6 Plan if the cost of providing such benefits exceeds the maximum set out in Article XII, Section Two of this agreement.



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**ARTICLE XIII      Uniform Allowance**

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- (a) The City, in addition to all other compensation, shall pay each firefighter a uniform allowance of Two Hundred Dollars (\$200.00) per year to purchase and maintain uniforms as prescribed by the Chief and uniform committee. In consideration of this allowance, the firefighters agree to keep their uniforms neat, clean and in good repair and to replace all worn out or obsolete clothing as necessary except as provided below. All firefighters shall be subject to a dress inspection of the Board of Public Works and Safety or its designator on an annual basis.
- (b) The City will purchase at City's expense the following items for each firefighter:
  - (1) Helmet and eye protection
  - (2) Bunker coats and pants
  - (3) One (1) pair Boots
  - (4) Two (2) pairs of Gloves
  - (5) Two (2) Hoods
  - (6) Self-contained breathing apparatus (SCBA) facemask
- (c) The quality and brand of equipment to be purchased under paragraph (b) above will be recommended by a committee consisting of 2 Union appointed representatives and a Chief Officer. The committee's recommendation will be subject to the approval of the Chief of the Department.
- (d) City will purchase each firefighter new bunker coats and pants every five (5) years. City will purchase new helmets, eye protection issued with helmet, boots, gloves, hoods, and SCBA facemasks as such equipment wears out. However, the firefighter will replace at the firefighter's own expense any equipment, including bunker coats and pants that are lost or are damaged outside the line of duty.
- (e) Members shall not be required to pay for the issuance of new items of clothing not presently a part of the firefighter's required clothing. Once new items of clothing are issued, however, Members shall maintain such items of clothing as set forth in paragraph (a) of this Article.

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**ARTICLE XIV      Duties of Firefighters**

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**Section One.**

The firefighters' duties shall consist of keeping the quarters, grounds and all Fire Department vehicles clean and all other work directly connected with firefighting. Exterior painting and work which requires special skills not customarily held by firefighters such as plumbing and electrical work shall not be required to be performed by firefighters but may be performed by them voluntarily.

**Section Two.**

Firefighters shall not be required to engage in training or schooling on the following holidays:

- (a) New Year's Day, January 1
- (b) Martin Luther King, Jr. Day, the third Monday in January
- (c) Memorial Day, the last Monday in May
- (d) Independence Day, July 4
- (e) Labor Day, the first Monday in September
- (f) Veteran's Day, November 11
- (g) Thanksgiving Day, the fourth Thursday in November
- (h) Day following Thanksgiving Day
- (i) Christmas Eve, December 24
- (j) Christmas Day, December 25
- (k) Any holiday in addition to (a)-(j) established by the Goshen Common Council in the annual ordinance for Compensation for Civil City and Utilities Employees

unless the school or training is licensed or certified by the state or federal government.

Firefighters shall not be required to engage in training or schooling which is not certified by the state or federal government more than six (6) weekend days per shift per year.

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**ARTICLE XV            Strike Prohibition**

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**Section One.**

The Union will not engage in, nor sanction a strike during the life of this agreement or any extension thereof.

**Section Two.**

A strike by personnel of Goshen Fire Department shall constitute a violation of this contract and shall subject those individuals participating in such a strike action to possible discharge from the Department.

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**ARTICLE XVI****Joint Occupational Safety and Health Program**

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**Section One.**

It is the desire of the City and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, death, injuries, and illness in the fire service.

**Section Two.**

- (a) At the request of either the Mayor or Union representative, an Occupational Safety and Health Committee shall be established consisting of four (4) members, two (2) appointed by the Union representative and two (2) appointed by the Mayor.
- (b) The Committee shall meet as needed. Safety Committee members will be granted reasonable time off with pay when meeting jointly with the Mayor or the Mayor's designee and for any inspection or investigation of safety or health problems in the Fire Department.
- (c) A record shall be kept of all accidents, injuries and illnesses which shall be maintained by the Fire Department. Copies of all records and reports shall be made available upon request to the Safety Committee members.

**Section Three.**

The City shall see that the following measures are taken:

- (a) Provide Coast Guard approved life preservers for all hazardous water related activities.
- (b) Provide an ambulance with paramedics and life support equipment at the scene of all multiple alarm fires or emergencies.
- (c) The Cascade system or any replacement system shall be tested according to Department of Transportation regulations not less than once every five (5) years by a licensed agency and maintained in good working order, and City shall provide not less than thirty (30) self-contained breathing apparatus in good working order so that all Members of the Fire Department will have such equipment at their disposal for protection from dangerous gas and smoke. This equipment shall be tested according to Department of Transportation regulations not less than once every five (5) years by a licensed agency and maintained in good working order.
- (d) Fresh air tanks shall be tested hydrostatically in accordance with the Department of Transportation regulations.
- (e) All aerial ladder, platform trucks, and aero chiefs shall be tested at least once every three (3) years for defects by Manufacturer's Representative according to National Fire Protection Association regulations and all defects shall be promptly repaired by the City.

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**ARTICLE XVII Department Strength**

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**Section One. Minimum Work Force**

- (a) It is agreed between the parties that a firefighting work force of at least thirteen (13) firefighters, excluding the inspectors, fire chief, and assistant fire chiefs, shall be on duty at all times.
- (b) At least six (6) active paramedics shall be a part of the thirteen (13) person minimum work force.
- (c) [intentionally left blank]
- (d) Each frontline ambulance shall respond to calls with not less than two (2) active paramedics. Any additional, reserve ambulance called in to service in addition to all three (3) front-line ambulances shall respond to calls with staff determined by the administration. If a reserve ambulance is called in to service to replace a primary frontline ambulance, then the reserve ambulance shall respond to calls with not less than two (2) active paramedics.
- (e) Any fire apparatus responding to a call shall respond with at least two (2) firefighters and/or active paramedics unless the response is to a multiple-alarm event.
- (f) Whenever the work force is reduced below the minimum requirements, the officer in charge will refer to the extra duty schedule for the next person in line to work.

**Section Two. Call In for Duty**

- (a) **Paramedics.** In the event that a paramedic is needed to meet minimum work force requirements and no active paramedic volunteers to work, the Fire Chief or officer in charge shall order the active paramedic with the least seniority to work if such paramedic can be located and shall continue to order active paramedics to work in reverse order of seniority until an active paramedic is located with the following exceptions:
  - (1) No active paramedic can be ordered to work more than once in any given twenty-seven (27) day period unless all active paramedics located have already been called in at least once in the period.
  - (2) No active paramedic can be ordered to work if the calling would result in the active paramedic working more than fifty (50) hours in a seventy-two (72) hour period unless all active paramedics located have already been called in at least once in twenty-seven (27) day period or their call-in would result in working more than fifty (50) hours in a seventy-two (72) hour period. In the event an active paramedic would be ordered in resulting in the paramedic working more than fifty (50) hours in a seventy-two (72) hour period, the active paramedic should be allowed to leave duty as soon as other staffing commitments consistent with this agreement can be met if the active paramedic requests. City must, however, comply with Indiana Code 36-8-4-9.
- (b) **Firefighters.** In the event that a firefighter is needed to meet minimum work force requirements and no firefighter volunteers to work, the Fire Chief or officer in charge shall order the firefighter with the least seniority to work if such firefighter can be located and shall continue order firefighters to work in reverse order of seniority until a firefighter is located with the following exceptions:

- (1) No firefighter can be ordered to work more than once in any given twenty-seven (27) day period unless all firefighters located have already been called in at least once in the period.
- (2) No firefighter can be ordered to work if the calling would result in the firefighter working more than fifty (50) hours in a seventy-two (72) hour period unless all firefighters located have already been called in at least once in a twenty-seven (27) day period or their call-in would result in working more than fifty (50) hours in a seventy-two (72) hour period. In the event a firefighter would be ordered in resulting in the firefighter working more than fifty (50) hours in a seventy-two (72) hour period, the firefighter should be allowed to leave duty as soon as other staffing commitments consistent with this agreement can be met if the firefighter requests. City must, however, comply with Indiana Code 36-8-4-9.

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**ARTICLE XVIII      Grievance Procedure and Arbitration**

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- (a) A “grievance” is defined to mean any difference that may arise between the parties or between the City and a firefighter employee covered by this agreement as to any matter involving interpretation, meaning, application or violation of any of the provisions of this agreement. A “grievant” is defined as any firefighter employee covered by this agreement, group of firefighter employees, or the Union.
- (1) It shall first be the responsibility of the grievant to reduce the grievance to writing citing the specific provisions of this contract that the grievant believes have been violated within thirty (30) days after the grievance arises and present the written grievance to the Chief.
  - (2) If the Chief does not respond to the grievance within fifteen (15) days, the grievant may request the Board of Public Works and Safety hear the grievance. The Board of Public Works and Safety shall schedule the grievance for a hearing within ten (10) days of receiving the grievant’s request for a hearing.
  - (3) If the Chief does respond, but the Chief’s response is not acceptable to the grievant, the grievant may request that the Board of Public Works and Safety hear the grievance. The written request for the Board of Public Works and Safety to hear the grievance shall be delivered to the Mayor’s office within fourteen (14) days of the Chief’s decision. The grievant shall specify the provisions of this contract that the grievant believes have been violated.
- (b) Either party may send written notice of a demand for arbitration to the other party within thirty (30) days of an unfavorable ruling of the Board of Public Works and Safety or within sixty (60) days of the Board of Public Works and Safety hearing if the Board of Public Works and Safety fails to act. The dispute shall be submitted to arbitration before an impartial arbitrator selected as provided below.
- (1) If within ten (10) days after a demand for arbitration, the parties are unable to agree upon an arbitrator, the City and Union shall each submit a list of three (3) arbitrators selected from the list of mediators maintained by the Elkhart Circuit Court. Within five (5) days after the list of arbitrators is selected, a designee from the Union and a designee from the City shall meet and select the arbitrator by alternately striking a name from the combined list. The designee striking first shall be determined by the flip of a coin. If the person selected accepts appointment, such person shall arbitrate the dispute. If the person selected declines the appointment, the appointment will be offered to the next to last person to be struck from the list. This process shall continue until one of the selected persons agrees to arbitrate the dispute.
  - (2) The arbitrator shall hold a preliminary hearing to define the issues to be arbitrated, and establish the process to be used for the arbitration.
  - (3) The arbitrator shall hold a final hearing on the issues to be arbitrated, make such investigation as the arbitrator deems necessary to a proper decision, and render its decision in writing. The decision of the arbitrator shall be final and binding upon the parties.
  - (4) The arbitrator is authorized to conduct such hearing in an informal manner and without recourse to the technical, common-law rules of evidence required in judicial proceedings.

Every person who is a party to such proceedings shall have the right to submit evidence in open hearing and shall have the right of cross-examination. Hearings may be held at any place in the county agreed to by the parties or in the absence of agreement, as determined by the arbitrator.

- (5) The arbitrator's fees and the necessary expenses of the arbitration shall be borne by the losing party. However, it is understood and agreed that such fees and expenses shall not include the attorney fees of either party.



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**ARTICLE XIX      Miscellaneous**

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**Section One.      Duration**

This agreement shall be in effect from January 1, 2024 to and including December 31, 2026.

**Section Two.      Future Negotiations**

While the parties have attempted to estimate raises for 2025 and 2026, circumstances surrounding the City's cash balances may change after the execution of this agreement and either party may request to open wages for further negotiations for 2025 and 2026 by providing written notice to the other party of their intent to open discussion by May 15, 2024, for year 2025 and by May 15, 2025, for year 2026. The base salaries found in Exhibit A shall apply in 2025 and 2026, unless negotiations result in higher base salaries for such years. The parties also agree that the minimum hours of overtime and the rate at which overtime is compensated shall be negotiated in 2024, for application in subsequent years. Negotiations relative to overtime shall commence honor before May 15, 2024. The parties agree that commencing no later than May 15, 2026, they will undertake negotiations for a new agreement with the expressed intent of reaching an agreement by August 1, 2026.

**Section Three.      Extension**

In the event the parties are unable to reach a new agreement, the terms and provisions of this agreement shall remain in full force and effect beyond the expiration date until such new agreement is reached.

**Section Four.      Renegotiation and Amendment**

It is understood and agreed by the parties that any provision contained in this agreement may at any time be changed by mutual written agreement of the parties.

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**ARTICLE XX            Pay Days**

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**Section One.        Pay Period**

Firefighters shall be paid every other Friday.

**Section Two.        Additional Pay Period**

All other pay shall be disbursed by the City as follows:

- (a)     Uniform allowance pay will be paid the first pay day in December.
- (b)     Twenty (20) year bonus pay will be paid the last pay day of December or at the time of severance from the Department, whichever occurs first.
- (c)     Paramedic's pay will be paid the first pay day in December. In the event the paramedic has dropped or involuntarily loses the paramedic's certification, pay will be prorated accordingly.

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**ARTICLE XXI      Working Out of Classification**

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**Section One.      Working out of Classification**

- (a) All privates, sergeants, lieutenants, and captains covered by this agreement who accept the responsibilities and carry out the duties of a position or rank above that which they normally hold shall be paid at the rate for that position or rank while so acting, or as long as they are responsible for said position or rank except while so acting on an emergency basis. The term “emergency” shall mean less than twenty-seven (27) days in each tour of duty. Payment shall be made with the pay period immediately following the time when the work was performed.
  
- (b) Any member carrying out the duties of a Chief, Assistant Chief, Battalion Chief, or Chief Inspector for an aggregate amount of more than forty-five (45) consecutive calendar days in a calendar year shall receive the rank differential of member’s current rank pay and chief officers pay for the days the member carried out the duties of the chief officer. Payment will be made with the pay period immediately following the time when the work was performed.

**Section Two.      Dual Classification**

Any member holding both Fire and EMS rank shall receive pay for both rank differentials held for as long as both ranks are held.

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**ARTICLE XXII      Death Benefits**

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The City agrees to pay in full to the employee's beneficiary all Fire Department benefits which the employee has not received during the year the employee dies or is killed while covered under this agreement.

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**ARTICLE XXIII      Extreme Weather**

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In order to enable firefighters to respond to fire calls in peak condition in extreme weather, firefighters will not be required to perform Fire Department training activities outdoors when elements are of extreme conditions. In addition, such outdoor training will not be commenced under conditions of rain, snow, or extreme winds.

Further, indoor Fire Department house duties will not be required when the extreme temperature conditions are present if there is an absence of indoor controlled temperature (i.e., air conditioning and heating).

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**ARTICLE XXIV      Family Emergency Leave**

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A firefighter shall have the privilege of leaving the fire station for immediate family emergencies such as illness or accident, or other situations requiring immediate attention. A firefighter shall elect to use sick leave, compensatory time, or unscheduled vacation or personal days in absences in excess of one (1) hour. If unscheduled vacation or personal time is used it shall be used in a minimum of twelve-hour increments or until the end of the shift, whichever is less.

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**ARTICLE XXV      Savings Clause**

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If any provision of this agreement, or application thereto, to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

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**ARTICLE XXVI      Non-Discrimination**

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The City shall not discriminate against or in favor of any employee for the employee's activity in behalf of, or membership in the Union. The City and the Union agree that there shall be no discrimination against or in favor of any employee because of race, creed, religion, sex, national origin, disability, or political affiliation or non-affiliation.



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**ARTICLE XXVII Rules and Regulations**

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Any changes to the present rules and regulations of the City governing the operation of the Fire Department shall not be adopted unless, and until the Union is presented with an opportunity to review the proposed changes and discuss the proposed changes with the City.

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**ARTICLE XXVIII    Discipline**

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- (a) All firefighters shall have the right upon request to have a Union representative or Union officer present when being brought before any supervisor of the Department for hearings, written reprimands or punishment.
- (b) The Chief of the Fire Department, or the Chief's designee (Captain or above in rank), shall have the authority to issue oral and written reprimands, as well as suspensions up to and including five (5) twenty-four (24) hour days without reporting such action to the Board of Public Works and Safety unless the member receiving the disciplinary action within forty-eight (48) hours after receiving notice of the written reprimand or suspension requests that the Board of Public Works and Safety review the Fire Chief's disciplinary action. There is no right to request a review of an oral reprimand.
- (c) If a request for review is timely filed with the Board of Public Works and Safety by the member, the Fire Chief shall provide the Board with the disciplinary action taken by the Chief and the reasons for such action. The Board, at its discretion, may hold a hearing on the member's review request. If the Board elects to hold a hearing, the Board shall issue written notice of the hearing to the member in person or by a copy left at the member's last and usual place of residence at least fourteen (14) days before the date set for the hearing.

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**ARTICLE XXIX      Special Schooling**

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Any member required to attend any schooling or training by the Department on the member's scheduled work day will be paid in the same manner as the member would have been paid had the member reported for duty. In addition, the member is entitled to reimbursement for tuition, mileage and reasonable cost of lodging incurred, but not to exceed the City's travel policy allowance. If any member is required to attend schooling or training by the Department on a day other than a scheduled work day, the member shall be paid for the actual hours of instruction. The member is entitled to reimbursement for tuition, mileage and reasonable cost of lodging incurred, but not to exceed the City's travel policy allowance.

All Members shall have an equal opportunity to attend special schooling. Any member attending a special school and requesting that the City pay all or a portion of the costs for such schooling shall submit a request for payment of costs to the Assistant Chief of the Fire Department prior to attending the schooling. The Assistant Chief shall assess the request in accordance with the criteria established by the Standard Operational Guideline approved by the Board of Public Works and Safety. Based on the assessment, the Assistant Chief shall establish a level of payment or reimbursement in accordance with the Guideline. The member's schooling will be paid accordingly upon successful completion of the schooling. If the member does not successfully complete the schooling and the City paid for the member's schooling in advance, the member will reimburse the City the cost of the schooling.

Nothing in this Article, however, shall mandate the City to provide special schooling upon request of a firefighter.

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**ARTICLE XXX      Duty-Related Illness or Injury**

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**Section One.**

The City shall pay for the care of any member who suffers an illness or injury while performing the member's duty. The member agrees to submit any claim for medical expenses to City medical insurance plan or any other insurance available to the member.

**Section Two.**

When a member is unable to perform the essential functions of the employee's duties, considering reasonable accommodations, due to an illness or injury arising out of or in the course of the member's employment by the City and such illness or injury is not of the nature, degree and/or duration necessary to qualify the employee for the benefits under the applicable pension and disability fund, the City will pay the member's pay and benefits for a period not to exceed an aggregate of fifty-two (52) weeks for any such injury or illness.

**Section Three.**

Any employee covered by firefighter pension and afflicted with an illness or injury resulting from the performance of the employee's duties shall not be required to use sick leave while absent from work.

**Section Four.**

If a member is unable to perform the essential functions of the employee's duties, considering reasonable accommodations, due to an illness or injury arising out of the member's employment with the City and such illness or injury is of a nature, degree and duration to qualify the member for benefits under the applicable pension or disability fund, the City will pay the member's pay and benefits until the member begins receiving benefits under the applicable pension and/or disability fund. The City's obligation for pay and benefits shall not exceed an aggregate of fifty-two (52) weeks nor shall the obligation be less than twenty-six (26) weeks for any such injury or illness.

**Section Five.**

If City believes that a member has suffered a duty related injury or illness of the degree, nature and duration necessary to qualify the employee for the benefits under the applicable pension or disability fund, the City through the Goshen Board of Public Works and Safety may request that the local pension board conduct a hearing to determine whether the employee has a covered impairment under the applicable pension or disability fund. If the local board determines the employee has a covered impairment, an application for benefits shall be immediately made to the applicable pension or disability fund by the employee.

**Section Six.**

For the purposes of this Article, a covered injury or illness is an injury or illness which permanently or temporarily makes a member unable to perform the essential functions of the employee's duties considering reasonable accommodations.

This provision is intended to be identical to Indiana Code 36-8-8-12.3 definition of a covered impairment. If the Indiana Code's definition of covered impairment is modified, this contract definition shall be modified accordingly.

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**ARTICLE XXXI      Personal Leave**

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Members who have accumulated forty-eight (48) hours of sick leave shall be entitled to seventy-two (72) hours of personal leave per year. Application for personal leave shall be made to the employee's Department head, who shall consider the date(s) involved and grant or deny the leave accordingly. Personal leave hours shall not be cumulative from year to year. This policy does not, however, affect the cumulative effect of sick leave from year to year. Personal leave may be taken at a minimum of twelve (12) hours per use.

If any member has unused personal leave at the end of the year, he or she shall be paid for such unused personal leave at the hourly wage.

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**ARTICLE XXXII Severance Pay**

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**Section One.**

A member will be entitled to severance pay when a member is unable to perform the essential functions of the employee's duties, considering reasonable accommodations, due to an illness or injury arising out of or in the course of the member's employment by the City, and the illness or injury is of the nature, degree, and/or duration necessary to qualify the employee for benefits under the applicable pension and disability fund. The severance pay will be fifty percent (50%) of the remainder of the following:

- (a) The member's pay and benefits for fifty-two (52) weeks, less
- (b) The pay and benefits paid to the member by the City under the Article entitled "Duty Related Illness or Injury."

The City will pay the member severance pay within fourteen (14) days of the member receiving benefits under the applicable pension and disability fund.

**Section Two.**

Once severance payment is made, City shall have no further obligation for payments for duty related illness or injury.

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**ARTICLE XXXIII Sick Leave**

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- (a) All firefighters who began employment with the City of Goshen Fire Department on or after January 1, 2019, shall be assigned sick leave on January 1, 2024, in the amount of Seven Hundred Twenty (720) hours, less any sick leave the employee has used during the employee's employment with the City of Goshen Fire Department. All firefighters who commence employment on or after January 1, 2024, shall be assigned sick leave in the amount of Seven Hundred Twenty (720) hours. After a firefighter has completed Five (5) years of active employment, all firefighters shall begin earning Twelve (12) hours of sick leave for each month of continued active employment. No sick time will accrue when a firefighter is on leave for Thirty (30) days or longer. Such leave would not include the use of vacation time, personal leave or compensatory time off. There is no maximum accumulation of sick leave.
- (b) If at the end of any calendar year a firefighter has seven hundred twenty (720) hours of sick time accumulated (not counting sick time to be sold back), the firefighter may elect to sell back to City up to one hundred forty-four (144) hours of sick time, however, the hours of sick time sold back to City under this paragraph cannot exceed the hours of sick time earned the previous year less the sick time used during that year. The firefighter's election to sell back sick time must occur between January 1 and February 15 of the following year [a period of forty-six (46) days].
- (c) City agrees to have sick time earned but unused reflected on each firefighter's pay stub at least once a month or posted within each fire station at least once a month.
- (d) Sick time may be used at a minimum of four (4) hours.
- (e) If a firefighter has more than two thousand eight hundred eighty (2,880) hours of sick time accumulated at the end of any calendar year (not including the sick time to be sold back), the firefighter may elect to sell the City up to seventy-two (72) hours of sick time back to the City in any calendar year. The total number of hours of sick time [adding hours under paragraph (b) and paragraph (e)] sold back by any firefighter may not exceed one hundred forty-four (144) hours in any calendar year.
- (f) Upon retirement, City will pay the retiring firefighter for sick hours accumulated between One thousand Six hundred Eighty (1,680) hours and two thousand Four hundred (2,400) hours.
- (g) Any firefighter who has an injury or illness that does not permit the firefighter to work as a full-time firefighter may request a meeting with the Human Resources Manager and the Fire Chief or the Fire Chief's designee to explore the opportunity for full- or part-time light-duty work in the Fire Department.
- (h) Any sick hours sold back to City will be sold to City at the rate of Eight and 50/100 Dollars (\$8.50) per hour.
- (i) If a firefighter is receiving short-term disability benefits provided under Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan, the firefighter may elect to use sick leave hours to supplement the short-term disability plan benefits to replace the difference between the amount the firefighter receives under the short-term disability leave plan and the firefighter's regular wage.

The firefighter will only be required to use the proportional share of sick leave hours necessary to cover the difference between the amount the firefighter receives under the short-term disability leave plan and the firefighter's regular wage.

The firefighter may not elect to use more sick leave hours than is necessary to cover the difference between the amount the firefighter receives under the short-term disability leave plan and the firefighter's regular wage. The firefighter cannot receive more than the firefighter's regular weekly wage.



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**ARTICLE XXXIV Indemnification**

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The City shall indemnify and hold harmless any firefighter from all legal claims, suits, causes or judgments arising out of the acts or omissions of the firefighter arising out of and in the course of the performance of the duties of such firefighter. Indemnity shall not be provided in the event any firefighter willfully violates any legal order of the firefighter's superior officer or is guilty of willful or wanton misconduct.

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**ARTICLE XXXV      Physical Examinations**

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The City shall provide a physical examination for each member once every three (3) years at no expense to the member. The member agrees to submit to the examination at the time and place designated by the City, provided the member is given at least ten (10) days' notice and reasonable accommodation to the member's schedule are made. The physical examination reports shall be the property of the City and made a part of the member's medical record. A copy of the report shall be furnished to the member. The physical examination shall be consistent with current OSHA firefighter requirements.

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**ARTICLE XXXVI Certifications and Classifications**

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In addition to regular salaries, each member shall receive the following amounts for each classification to which the member is appointed.

- (a) Fire Training Instructors (minimum 3 positions), Seven Hundred Fifty Dollars (\$750.00).
- (b) Public Relations and Education (minimum 3 positions), Five Hundred Dollars (\$500.00).
- (c) Arson Investigator (minimum 4 positions), Six Hundred Dollars (\$600.00).
- (d) EMS Training Instructors (minimum 3 positions), Seven Hundred Fifty Dollars (\$750.00).

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## **ARTICLE XXXVII Paramedics**

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### **Section One.**

As a condition of employment, a newly hired firefighter shall be required to attend and successfully complete a paramedic training course.

After consultation with the newly hired firefighter, the fire chief will instruct the firefighter when to enroll into a paramedic training course if the firefighter is not already enrolled in or attending paramedic training prior to beginning employment.

### **Section Two.**

Any firefighter attending paramedic training shall schedule all training sessions when the firefighter is scheduled to work to the extent possible.

### **Section Three.**

A paramedic is not considered active if the paramedic is not regularly assigned at least two (2) paramedic shifts in a twenty-seven (27) day period.

### **Section Four.**

Any active paramedic shall not allow his/her paramedic certificate/license to lapse without the approval of the Fire Chief and the Board of Public Works and Safety.

### **Section Five.**

If the number of active paramedics exceeds thirty-one (31), any active paramedic with at least twelve (12) years of service may request approval to become inactive. The request shall be granted unless a paramedic with more service as an active paramedic requests to become inactive.

### **Section Six.**

[Intentionally left blank]

### **Section Seven.**

In addition to regular salaries, each member serving as an active paramedic shall receive paramedic pay of nine percent (9%) of the base salary for a private firefighter.

### **Section Eight. Restricted Paramedic**

- (a) Provided staffing levels permit, a paramedic with at least eight (8) continuous years of service as a paramedic may request to be placed on a restricted paramedic assignment for one (1) calendar year.
- (b) During the restricted assignment period, the member shall receive thirty (30) percent of their current paramedic pay for that year.
- (c) The member may be assigned to serve as a paramedic no more than one (1) twenty-four (24) hour shift per month of the duration of the restricted assignment. No more than one (1) paramedic per

shift may be placed on a restricted assignment at a time. The restricted paramedic shall not qualify for overtime requiring assignment to an ambulance. The restricted paramedic shall not be allowed to reduce his or her restricted assignment from one (1) calendar year.

- (d) The restricted paramedic may be assigned as a paramedic in the event of a State or Local declared emergency, or in the event of a Mass Casualty Incident, if needed, in addition to the monthly limit.
- (e) In the event that more than one (1) paramedic from each shift requests restricted assignment, it shall be up to the Fire Chief to select which paramedic is allowed the restricted assignment, with the input of the Union.
- (f) Once the restricted assignment has concluded, the paramedic shall continue to receive paramedic pay as before the restricted assignment and must remain as an active paramedic for no less than two (2) additional years.
- (g) City and Union agree to continue to discuss the concept of a Reserve Paramedic to replace or supplement the Restricted Paramedic language of this section. The Union agrees to discuss the reserve paramedic concept with the fire chiefs to forge a provision that both the Union and fire chiefs support. Once the provision is agreed to by the Union and fire chiefs, the provision will be submitted to the Mayor for approval and then to the Board of Public Works and Safety for final approval.

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**ARTICLE XXXVIII Creation of Fire District/Fire Protection Territory**

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In the event that action of the State of Indiana or County of Elkhart imposes a Fire District, Fire Protection Territory, or other expansion of the fire service area upon the City of Goshen which includes territory outside the corporate boundaries of the City of Goshen and Elkhart Township or if the Mayor and the Goshen Common Council determine that it is in the best interest of the City of Goshen to be included in a Fire District, Fire Protection Territory, or other expansion of the fire service area that includes territory outside the corporate limits of the City of Goshen and Elkhart Township, City and Union agree to meet, discuss and attempt to renegotiate those sections of this agreement that will be impacted by the new territory to be serviced or by the inclusion of the new service area.

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## **ARTICLE XXXIX Tuition Reimbursement**

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### **Section One.**

All full-time sworn members may receive tuition reimbursement for successful completion of college undergraduate or graduate courses, subject to prior approval as described in Section Two, taken at an accredited college or university in the calendar year in which the grade for the course was earned.

### **Section Two.**

Before the City will consider reimbursement, the member must have the Fire Chief approve in writing the course selection. The Chief is to approve any course which will likely benefit the City of Goshen, or in the case of a member pursuing an undergraduate degree, the Chief shall approve any course that will further the member's degree requirements in a field that will benefit the City of Goshen. If for any reason the course is not approved, the member may appeal the Chief's decision to a three (3) member board consisting of an appointee of the Union, the Mayor, and the City's Human Resources Manager.

### **Section Three.**

The City will not reimburse tuition for any hours taken in a calendar year exceeding six (6) hours.

### **Section Four.**

The amount of tuition that the City will reimburse per credit hour will be limited to the cost of a credit hour at Indiana University at Bloomington, or the actual cost, whichever is less. Once the member provides proof of successful completion of a course, in a form that satisfies the Fire Chief, payment will be processed through the City's claims process.

### **Section Five.**

Successful completion shall require a grade of C or higher.

### **Section Six.**

In order to be eligible to claim reimbursement for a graduate level course, the member must have an undergraduate degree or a statement from the school that the course will count toward the undergraduate course requirement.

### **Section Seven.**

Should a member leave the Goshen City Fire Department before the fifth anniversary date of earning the grade in a course for which the member received tuition reimbursement, the member will repay the City in accordance with the following schedule:

- (a) Before the first anniversary date, one hundred percent (100%) of the tuition paid by the City.
- (b) Before the second anniversary date, eighty percent (80%) of the tuition paid by the City.
- (c) Before the third anniversary date, sixty percent (60%) of the tuition paid by the City.
- (d) Before the fourth anniversary date, forty percent (40%) of the tuition paid by the City.

(e) Before the fifth anniversary date, twenty percent (20%) of the tuition paid by the City.

Any member who leaves the employ of the Goshen City Fire Department due to death or disability which makes continued employment impossible will not repay the City for any tuition reimbursement.



**SIGNATURE PAGE**

The Union and the City, by and through their duly authorized officers and representatives, and intending to be legally bound now sign this agreement on October \_\_\_\_\_, 2023.

**CITY**

**UNION**

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Matthew E. Whitford

\_\_\_\_\_  
Michael A. Landis, Board Member

\_\_\_\_\_  
Patrick Martin

\_\_\_\_\_  
Orv Myers, Board Member

\_\_\_\_\_  
Jonathan Weishaupt

\_\_\_\_\_  
Mary Nichols, Board Member

\_\_\_\_\_  
Barb Swartley, Board Member

## EXHIBIT A – Base Salaries

Position	2024	2025	2026
Captain	\$71,832	\$73,987	\$76,207
Ambulance Captain	\$71,832	\$73,987	\$76,207
Lieutenant	\$68,205	\$70,251	\$72,359
Ambulance Lieutenant	\$68,205	\$70,251	\$72,359
Sergeant	\$64,397	\$66,329	\$68,319
Ambulance Sergeant	\$64,397	\$66,329	\$68,319
Private <sup>1</sup>	\$62,780	\$64,663	\$66,603
Probationary Private	\$62,780	\$64,663	\$66,603

<sup>1</sup> For payroll and pension purposes, First Class Firefighter pay shall include Private Firefighter pay, plus full Paramedic Pay (Article XXXVII, Section Seven), plus full Annual Longevity Increase in Pay (Article VII, Section Four).



City Clerk-Treasurer  
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

[clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** Oct. 30, 2023  
**Subject:** Alley and parking space closure requests

***James Nagle, project engineer for DJ Construction, submitted the following request to the Board of Works and Safety on Oct. 13, 2023:***

Good afternoon, Richard, I was directed to contact you in regards to a couple items/requests for a project I'm working on with GHS (Goshen Historical Society, 124 S Main St. The scope of the project is limited to the installation of a new elevator inside their existing building - see attached architectural drawings for reference.

My requests for the BoW's approval are as follows:

1. Closure of Alley directly behind or to the east of the GHS for (1) day. This is needed because the hydrovac truck (for elevator pit excavation) is too tall to pull in directly behind GHS due to low power lines. This is expected to happen on 11/1/2023.
2. Two public parking spots needed to place a dumpster. The parking lot is located directly behind or to the east of GHS. These spots are needed for the duration of the project (approx. 10/30/23 - 2/29/24).

See snip below showing exactly what I'm talking about for your use (PDF attached as well). It is my understanding that I or a representative must be at the BoW meeting to answer any questions that may come up. If you can please confirm the date/time of the meeting discussing these requests, I'd appreciate it.

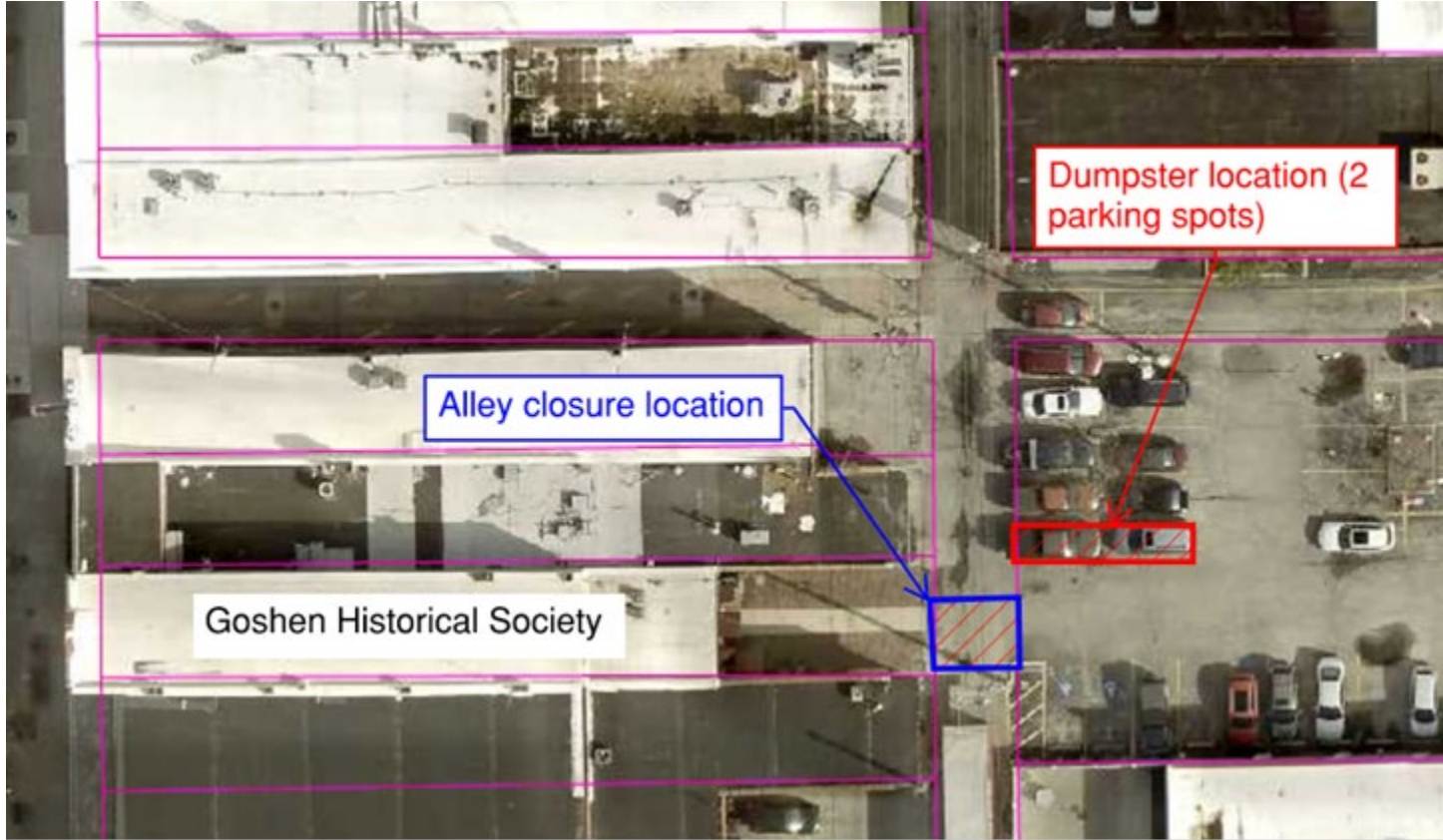
Should you have any questions or need anything else at all just let me know.

Thanks & have a good day!

James Nagle | DJ Construction  
Project Engineer

---

3414 Elkhart Road, Goshen, IN 46526  
4798 Campus Drive, Suite 120, Kalamazoo, MI 49008  
574-533-1645 269-557-1645 574-220-3273  
[James@djconstruction.com](mailto:James@djconstruction.com) W [www.djconstruction.com](http://www.djconstruction.com)



Dumpster location (2 parking spots)

Alley closure location

Goshen Historical Society

# GOSHEN HISTORICAL SOCIETY - ELEVATOR

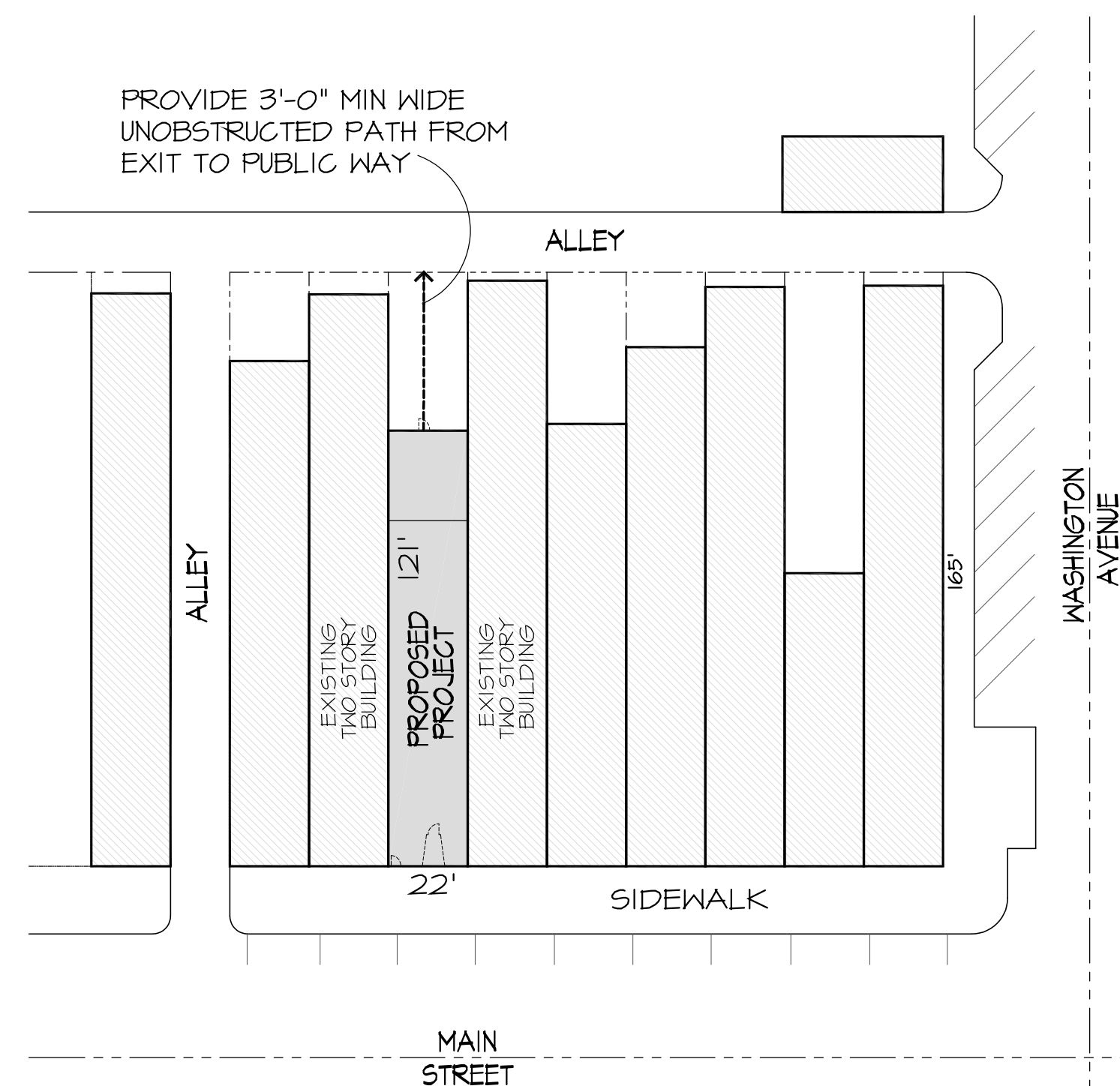
124 S. MAIN STREET

GOSHEN, INDIANA

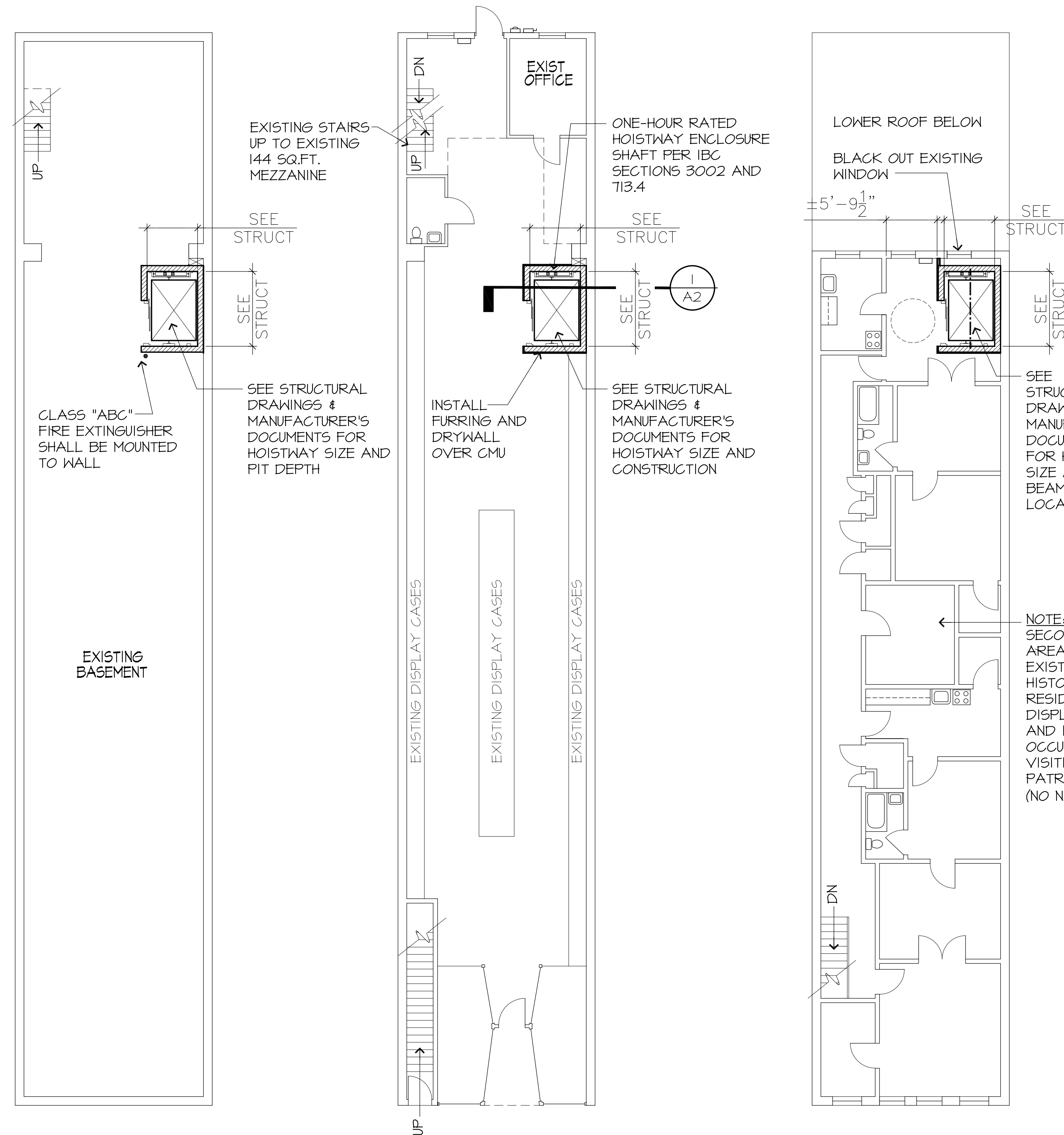


ALLEY SIDE  
STREET SIDE  
**EXTERIOR ELEVATIONS**

SCALE: 1/8" = 1'-0"



**SITE PLAN**  
SCALE: 1" = 40'



**BASEMENT**  
SCALE: 1/8" = 1'-0"

**1st FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

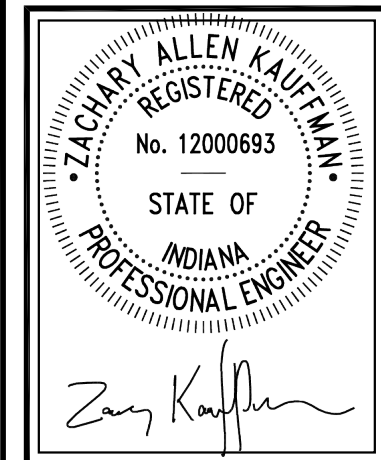
**2nd FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

**SHEET INDEX:**

AI	SITE & FLOOR PLANS
A2	LIFE SAFETY PLAN HOISTWAY SECTION
ME	HVAC & ELECTRICAL PLAN
60010	STRUCTURAL COVER SHEET
60020	STRUCTURAL GENERAL NOTES
S1010	ELEVATOR PLANS & DETAILS
S1020	ELEVATOR MANUF. DWGS. (FOR REFERENCE ONLY)

**CODE DATA:**

EXISTING FLOOR AREA:	
1st FLOOR	2662 SQ.FT.
2nd FLOOR	2,112 SQ.FT.
EXISTING OCCUPANCY GROUP	B
NO. OF STORIES	TWO
TYPE OF CONST.	III-B
EXISTING 12" MASONRY EXTERIOR WALLS MEET 3-HOUR RATED REQ'S	
FIRE SUPPRESSION	NONE
SMOKE DETECTION	NONE
FIRE ALARM SYSTEM	NONE



**DJ CONSTRUCTION**  
decidedly different

PHONE (574) 533-1645  
GOSHEN, IN 46526  
FAX (574) 875-9594  
WWW.DJCONSTRUCTION.COM

GOSHEN HISTORICAL SOCIETY  
124 S. MAIN STREET  
GOSHEN, INDIANA

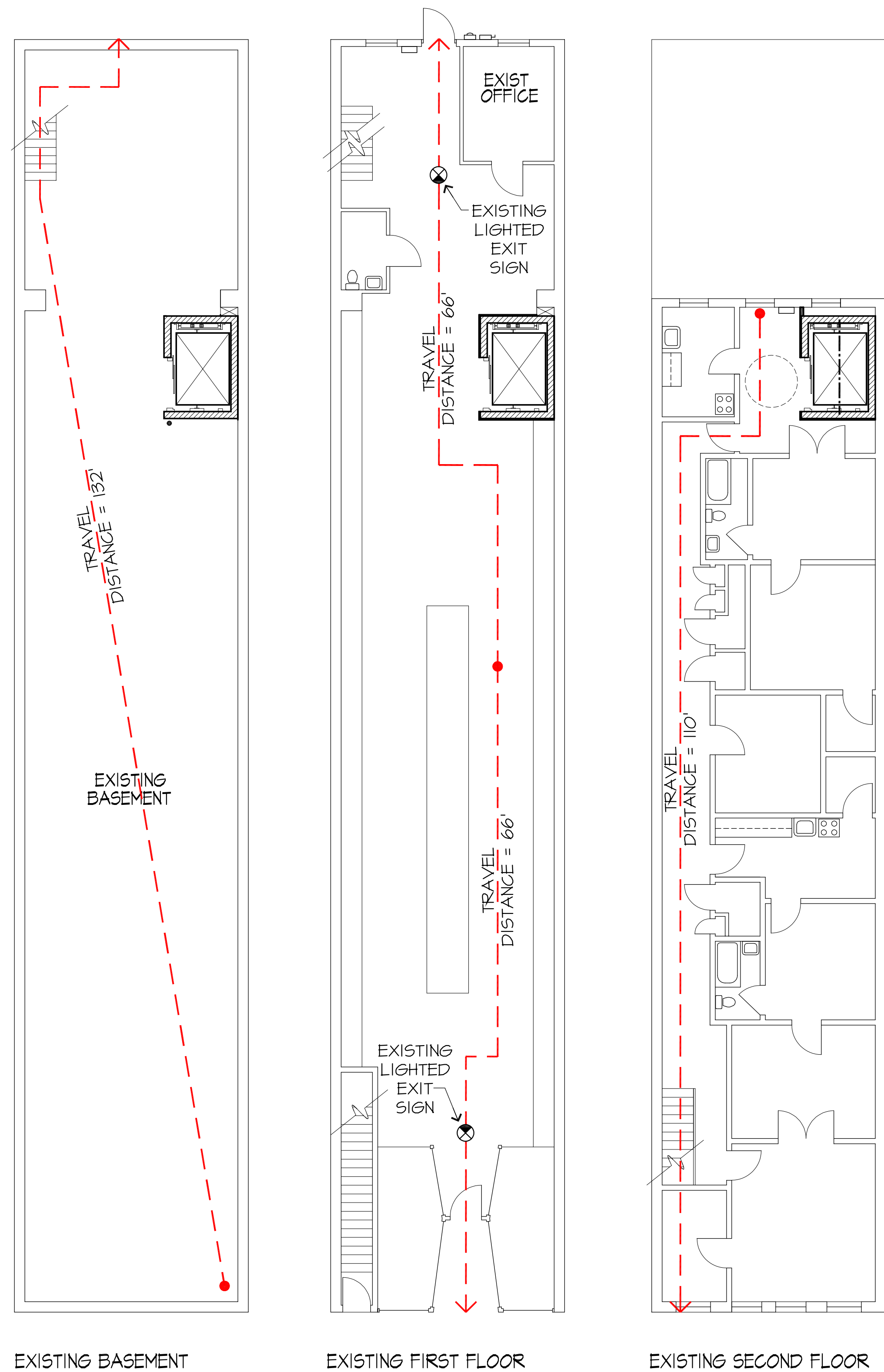
SITE AND FLOOR PLANS

**REVISIONS:**

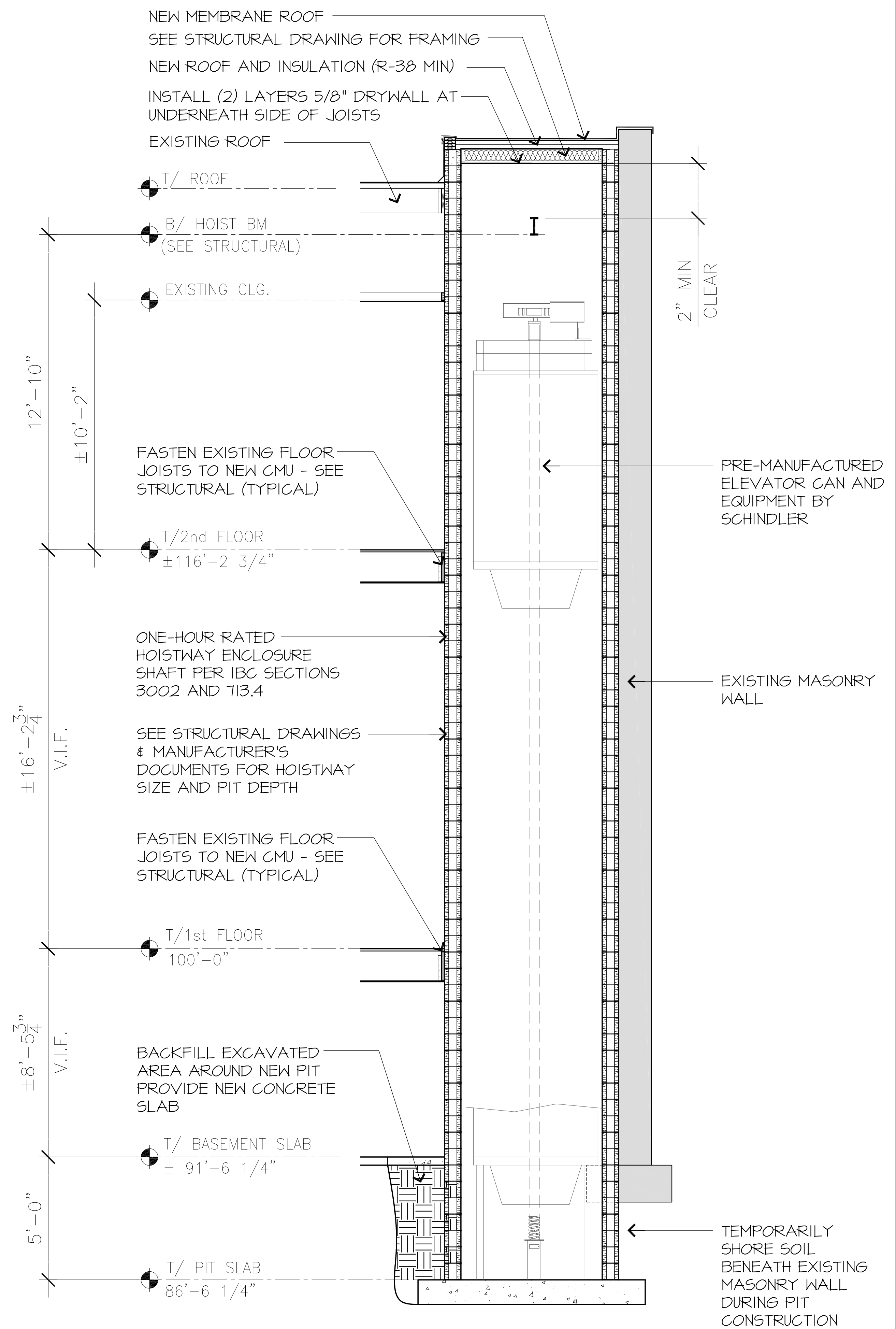
NO.	DESCRIPTION	DATE
1	STATE SUBMITTAL	4-12-23

JOB NO: 21-0-182  
DATE: 9-1-23  
SCALE: AS INDICATED  
DRAWN BY: AKE

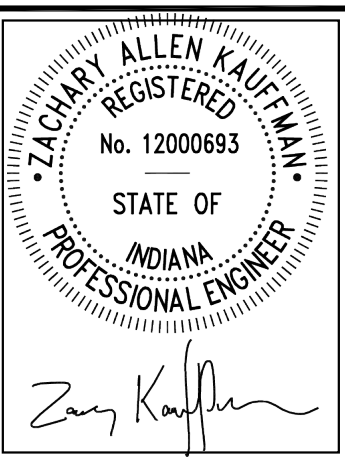
Sheet  
**A1**



**LIFE SAFETYPLAN**  
SCALE: 1/8" = 1'-0"



**HOISTWAY SECTION**  
SCALE: 3/8" = 1'-0"



**DJ CONSTRUCTION**  
decidedly different  
3414 ELKHART ROAD  
COSHEN, IN 46526  
PHONE (574) 533-1645  
FAX (574) 875-9594  
WWW.DJCONSTRUCTION.COM

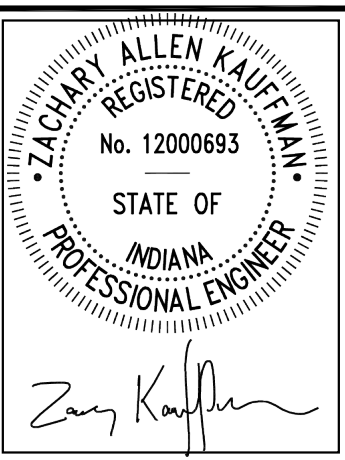
GOSHEN HISTORICAL SOCIETY  
124 S. MAIN STREET  
GOSHEN, INDIANA  
LIFE SAFETY PLAN & HOISTWAY SECTION

REVISIONS:

NO.	DESCRIPTION	DATE
1	STATE SUBMITTAL	4-12-23

JOB NO: 21-0-182  
DATE: 9-1-23  
SCALE: AS INDICATED  
DRAWN BY: AKE

Sheet  
**A2**



**DJ CONSTRUCTION**  
*decidedly different*

PHONE (574) 533-1645  
 FAX (574) 875-9594  
 3414 ELKHART ROAD  
 COSHEN, IN 46526  
 WWW.DJCONSTRUCTION.COM

**GOSHEN HISTORICAL SOCIETY**  
 124 S. MAIN STREET  
 GOSHEN, INDIANA

**ELECTRICAL PAN**

REVISIONS:

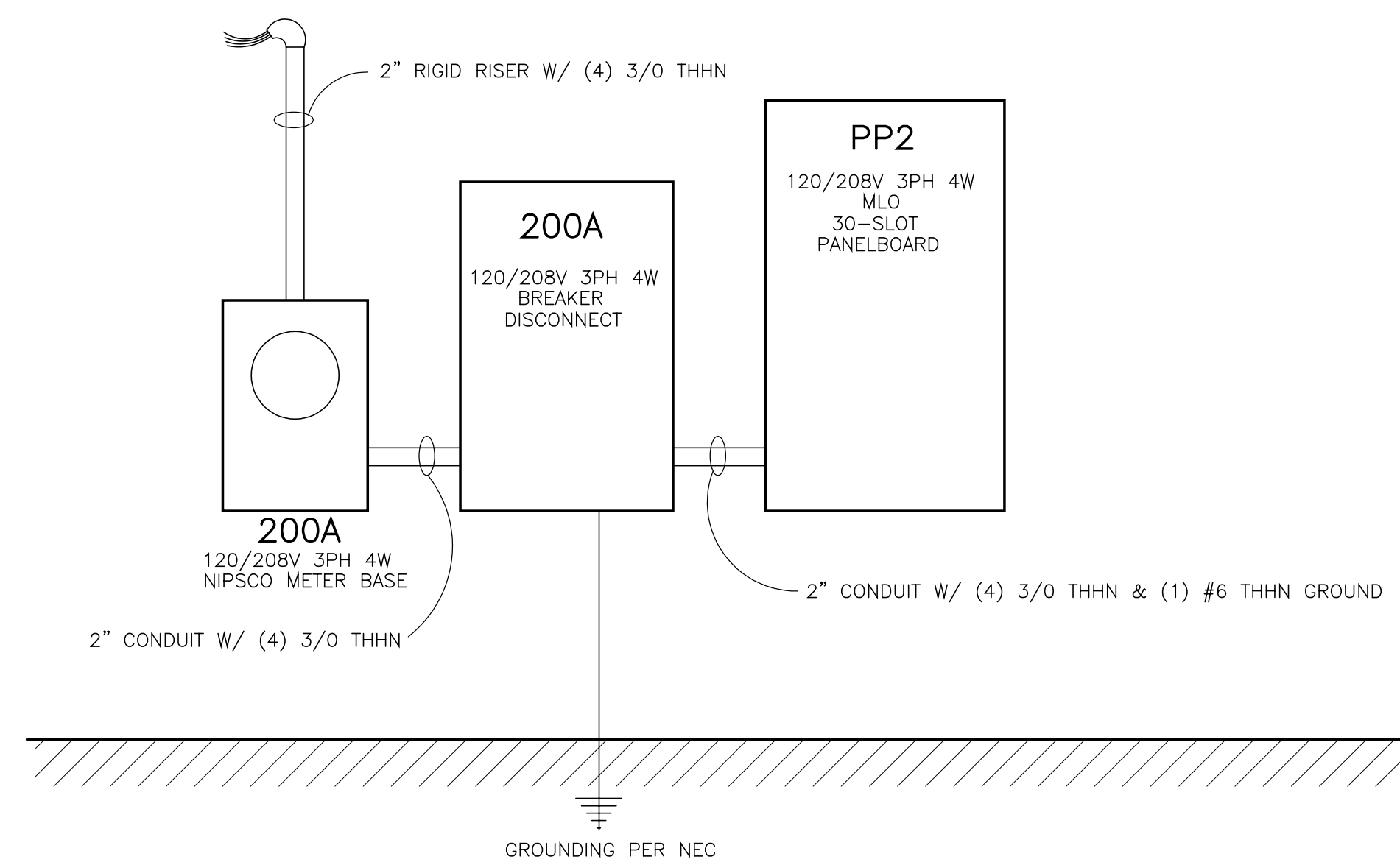
NO.	DESCRIPTION	DATE
1	STATE SUBMITTAL	4-12-23

JOB NO: 21-0-182  
 DATE: 9-1-23  
 SCALE: AS INDICATED  
 DRAWN BY: AKE

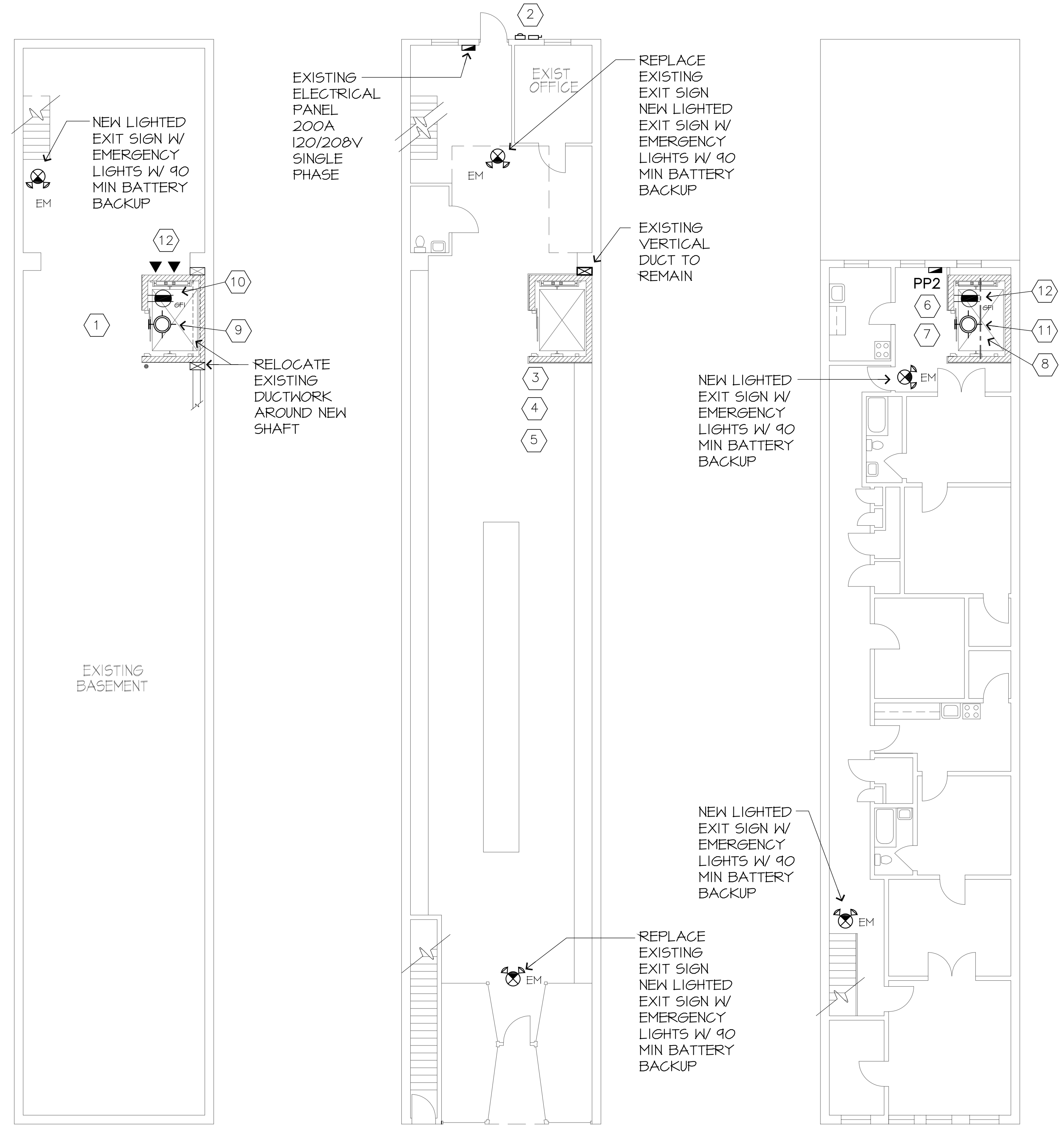
Sheet  
**ME**

**POWER NOTES:**

- ① REWORK EXISTING BASEMENT LIGHTING AND POWER AS REQUIRED FOR NEW ELEVATOR HOISTWAY
- ② NEW 200A 120/208V 3PH 4W SERVICE TO FEED ELEVATOR AND CONTROLS
- ③ RELOCATE EXISTING FLOOR BOX RECEPT AS REQUIRED FOR NEW ELEVATOR HOISTWAY
- ④ REWORK EXISTING DISPLAY CASE TRACK LIGHTING AND RECEPTS AS REQUIRED FOR NEW ELEVATOR HOISTWAY
- ⑤ PROVIDE TEMPORARY POWER FOR DISPLAY CASE TRACK LIGHTING AND RECEPTS
- ⑥ RELOCATE EXISTING PENDANT FIXTURE AS REQUIRED FOR NEW ELEVATOR HOISTWAY
- ⑦ PROVIDE POWER CONNECTIONS TO NEW ELEVATOR FUSED DISCONNECT AND AUXILIARY CONTACT
- ⑧ PROVIDE POWER CONNECTIONS CAB LIGHT INCLUDING FUSED DISCONNECT AND AUXILIARY CONTACT
- ⑨ PIT LIGHT W/ SINGLE POLE SWITCH AND DEDICATED CIRCUIT
- ⑩ PIT GFCI RECEPT W/ DEDICATED CIRCUIT
- ⑪ HOISTWAY LIGHT W/ SINGLE POLE SWITCH AND DEDICATED CIRCUIT
- ⑫ HOISTWAY GFCI RECEPT W/ DEDICATED CIRCUIT
- ⑬ (2) CAT6 CABLES AND TERMINATION AT ELEVATOR CONTROLLER ONLY FOR EMERGENCY PHONE AND NETWORK CONNECTION



**ONE LINE RISER DIAGRAM**  
 SCALE: NONE



**BASEMENT**  
 NORTH SCALE: 1/8" = 1'-0"

**1st FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"

**2nd FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"



33

S 5th St

W Washington St

E Washington St

Goshen Historical Society

Alley closure location

Dumpster location (2 parking spots)







October 30, 2023

To the Goshen City Board of Works,

Lacasa, Inc. is applying to temporarily close Cottage Ave immediately North of E Madison St for 2 weeks. We are replacing the sewer line from 409 E Madison into the sewer main under Cottage. (See attached map) This work is dependent on weather but will take place sometime between November 6<sup>th</sup> to the 17<sup>th</sup>.

We know that depending on which days this work takes place, garage/recycling pick-up may be affected. We offer to move the garbage/recycling bins to the end of that block to minimize the disruption for the trucks and local residents.

We dropped off the attached information notice and map to all 6 houses that border the section of S Cottage Ave from E Madison to the alley.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Lehman", with a long, sweeping underline.

Aaron Lehman

Housing Development Manager

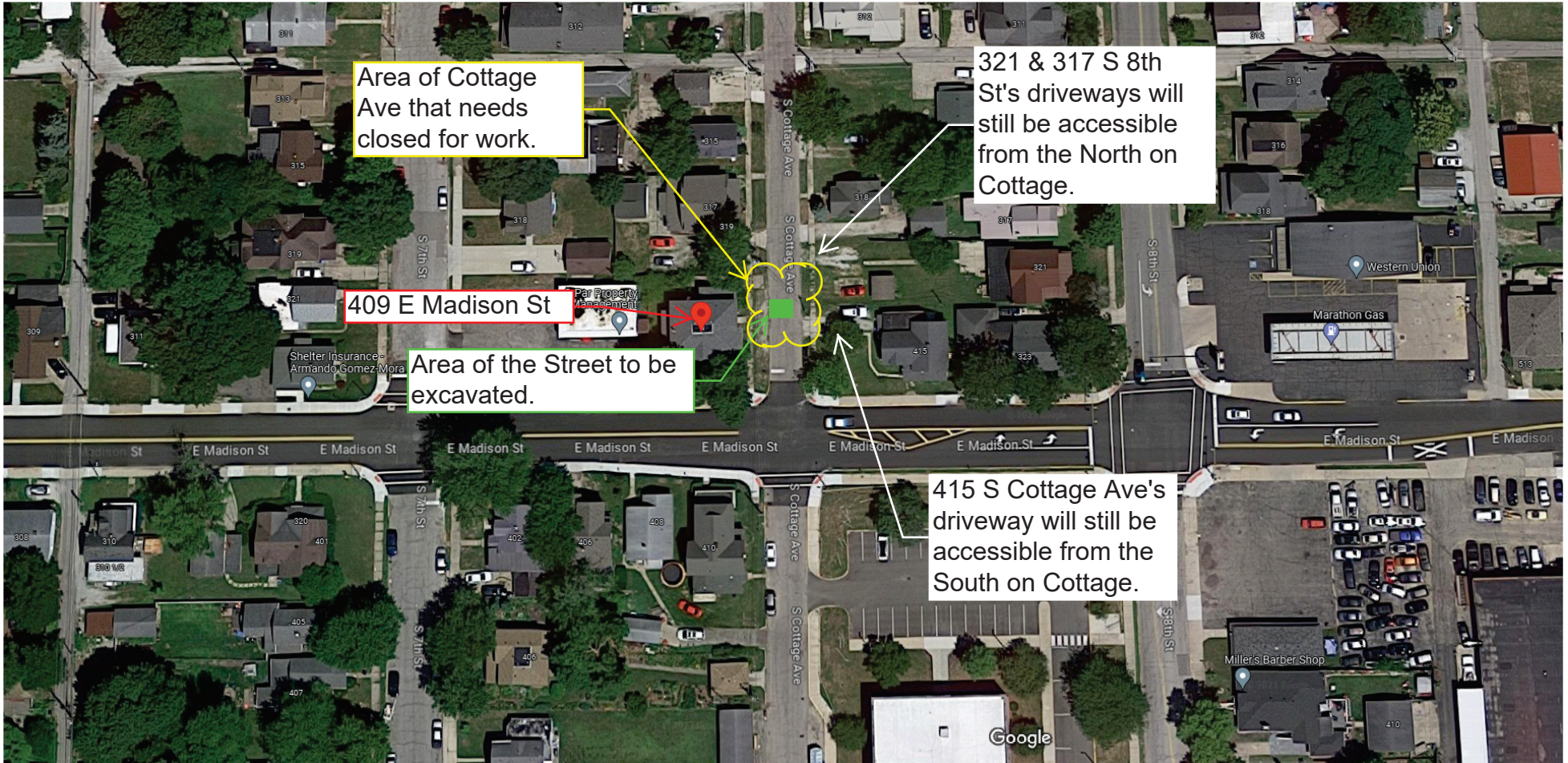
Lacasa, Inc.

Lacasa - Goshen  
202 N. Cottage Ave.  
Goshen, IN 46528  
(574) 533-4450

Lacasa - Elkhart  
516 S. Main Street  
Elkhart, IN 46516  
(574) 533-4450



# S Cottage Ave Street Closure map for Sewer Work at 409 E Madison St.





October 30, 2023

To the Neighbors of 409 E Madison St,

Lacasa, Inc. is applying to temporarily close Cottage Ave immediately North of E Madison St for 2 weeks. We are replacing the sewer line from 409 E Madison into the sewer main under Cottage. (See attached map) This work is dependent on weather but will take place sometime between November 6<sup>th</sup> to the 17<sup>th</sup>.

If you have any questions or comments, please feel free to contact me at (574) 533-4450 ext 42.

The Goshen Board of Works meeting to authorize this street closure will be Monday, October 30<sup>th</sup> at 2pm at 211 E Jefferson St in Goshen.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Lehman".

Aaron Lehman

Housing Development Manager

Lacasa, Inc.

Lacasa - Goshen  
202 N. Cottage Ave.  
Goshen, IN 46528  
(574) 533-4450

Lacasa - Elkhart  
516 S. Main Street  
Elkhart, IN 46516  
(574) 533-4450





**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

October 30, 2023

**To:** Goshen Board of Public Works and Safety  
**From:** Shannon Marks, Legal Compliance Administrator  
**Subject:** Acceptance of Easement from Kropf Family Real Estate, LLC

It is recommended that the Board accept the attached Easement from Kropf Family Real Estate, LLC, for Goshen City utility facilities. The drawing attached as Exhibit B to the Easement depicts the easement area.

**Suggested Motion:**

Move to accept the Easement for Goshen City utility facilities from Kropf Family Real Estate, LLC, and authorize the Mayor to execute the Acceptance.

## EASEMENT

Kropf Family Real Estate, LLC (“Grantor”), grants and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (“City”), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for good and valuable consideration, the receipt whereof is hereby acknowledged, an easement over, across, and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached as Exhibit B. The area so described and depicted is hereinafter referred to as “Easement.”

The Easement is part of the real estate located on County Road 31, Goshen, Indiana, and part of Parcel Number 20-11-24-426-010.000-014. Grantor obtained title to the real estate by Warranty Deed dated April 26, 2006 and recorded May 9, 2006 in the Office of the Recorder of Elkhart County, as Instrument No. 2006-12797.

The Easement is granted and conveyed to City for Goshen City utilities purposes. Grantor grants City access to the Easement for the purposes of accessing, installing, operating and maintaining Goshen City utility facilities, including any appurtenances as may be required.

City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor’s adjoining real estate.

City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry.

Grantor may use, occupy and possess the Easement in a manner that is consistent with and does not interfere with City’s rights contained in this Easement.

The terms of this Easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Easement on behalf of Grantor; that the

Grantor has full capacity to grant the Easement described; and that all necessary action for granting this Easement has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Easement on March 16, 2023.

Kropf Family Real Estate, LLC

By: [Signature]

Printed: Kermit Kropf

Title: Managing Partner

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Elkhart )

Before me, the undersigned Notary Public, on March 14, 2023, personally appeared Kermit Kropf (Name) as managing partner (Title) of Kropf Family Real Estate, LLC, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Tara Hetler

Printed Name: Tara Hetler

Notary Public of Elkhart County, IN

My Commission Expires: March 21, 2027

Commission Number: NP0719341



## EXHIBIT "A"

### EASEMENT DESCRIPTION

#### EASEMENT #6

A PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 49 MINUTES 45 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 1,124.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 49 MINUTES 42 SECONDS WEST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 20 SECONDS WEST, 30.00 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 42 SECONDS EAST, 10.00 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 20 SECONDS EAST, 30.00 FEET TO THE EAST LINE OF SAID QUARTER AND THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET, MORE OR LESS.  
BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

#### ALSO

#### EASEMENT #7

A PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 49 MINUTES 45 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 1,594.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 49 MINUTES 42 SECONDS WEST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 20 SECONDS WEST, 30.00 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 42 SECONDS EAST, 10.00 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 20 SECONDS EAST, 30.00 FEET TO THE EAST LINE OF SAID QUARTER AND THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET, MORE OR LESS.  
BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

#### ALSO

#### EASEMENT #8

A PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 49 MINUTES 45 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 2,069.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 49 MINUTES 42 SECONDS WEST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 20 SECONDS WEST, 30.00 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 42 SECONDS EAST, 10.00 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 20 SECONDS EAST, 30.00 FEET TO THE EAST LINE OF SAID QUARTER AND THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET, MORE OR LESS.  
BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

LAST DEED OF RECORD: 2006-12797



*Craig S. Batdorff*  
CRAIG S. BATDORFF P.S. 21200006

3/31/22  
DATE

**ABONMARCHE**

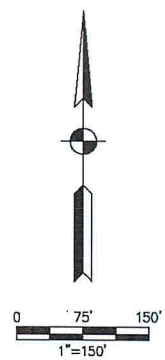
PREPARED FOR:  
LAST DANCE, LLC

DATE: 3/31/22 ACI JOB #: 21-0453 SHT 1 OF 2  
COPYRIGHT 2022 - ABONMARCHE CONSULTANTS, INC. Engineering - Architecture - Land Surveying

**EXHIBIT "B"**

**EASEMENT FOR WATER MAIN**  
 A PART OF THE SOUTHEAST QUARTER OF  
 SECTION 24 TOWNSHIP 36 NORTH,  
 RANGE 6 EAST, ELKHART TOWNSHIP,  
 ELKHART COUNTY, INDIANA

Line #	Bearing	Length
L1	N0°49'42"W	10.00'
L2	S89°10'20"W	30.00'
L3	S0°49'42"E	10.00'
L4	N89°10'20"E	30.00'
L5	N0°49'42"W	10.00'
L6	S89°10'20"W	30.00'
L7	S0°49'42"E	10.00'
L8	N89°10'20"E	30.00'
L9	N0°49'42"W	10.00'
L10	S89°10'20"W	30.00'
L11	S0°49'42"E	10.00'
L12	N89°10'20"E	30.00'



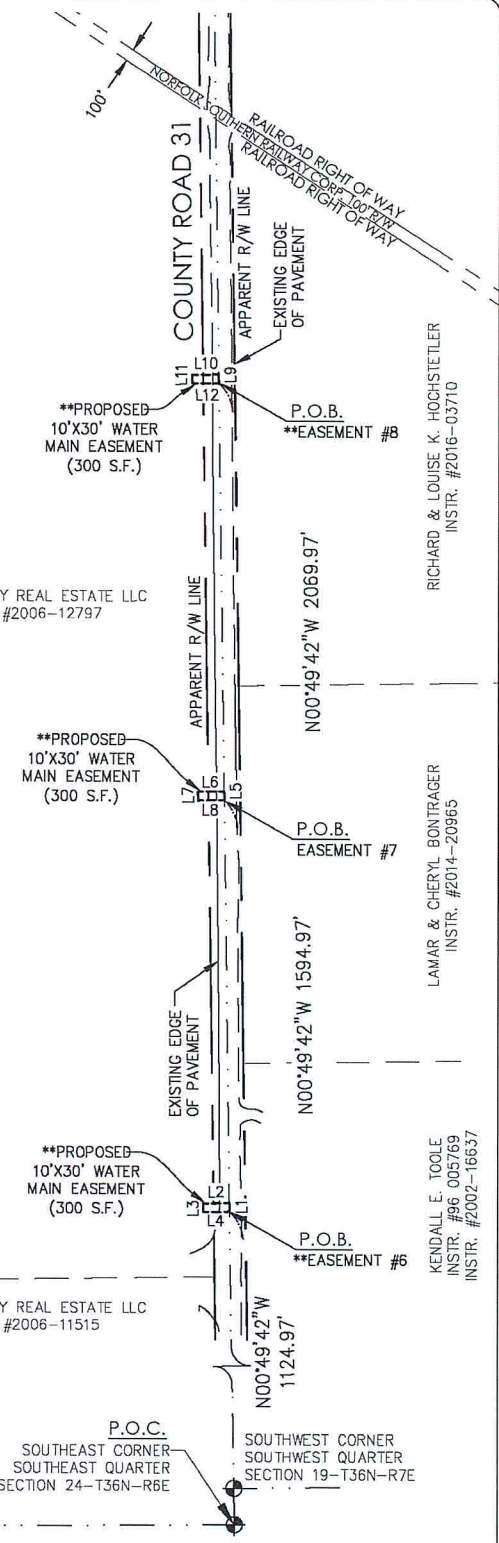
\*\*REVISED ON 2022-04-26

**ABONMARCHE**

303 River Race Drive, Unit 206  
 Goshen, IN 46526  
 T 574.533.9913  
 F 574.533.9911  
 abonmarcch.com

Benton Harbor  
 Ft. Wayne  
 Goshen  
 Grand Haven  
 Hobart

Lafayette  
 Partridge  
 South Bend  
 Valparaiso



PREPARED FOR:	SCALE: 1" = 150'
LAST DANCE	JOB #: 21-0453
COPYRIGHT 2022 - ABONMARCHE CONSULTANTS, INC.	SHEET 2 OF 2



**ACCEPTANCE**

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from Kropf Family Real Estate, LLC, and accepts the Easement on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Gina M. Leichty, Mayor

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ELKHART                )

Before me, the undersigned Notary Public, on \_\_\_\_\_, 2023, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public of \_\_\_\_\_ County, IN  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Bodie J. Stegelmann).



**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

October 30, 2023

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2023-37 - Declaring Surplus and Authorizing the Disposal of Miscellaneous Furniture and Equipment

City departments and offices wish to dispose of the personal property that is no longer needed or is unfit for the purpose for which it was intended. The estimated total value of the items is less than \$5,000, some items of which are worthless or of no market value. Indiana Code § 5-22-22-6 authorizes selling the property at a public or private sale or transferring the property without advertising provided the estimated value of the Surplus Property is less than \$5,000; and Indiana Code § 5-22-22-8 authorizes junking property that is worthless or of no market value. Resolution 2023-37 is to declare the property as surplus and authorize its disposal.

**Suggested Motion:**

Move to pass Resolution 2023-37 - Declaring Surplus and Authorizing the Disposal of Miscellaneous Furniture and Equipment.

**Goshen Board of Public Works and Safety  
Resolution 2023-37**

**Declaring Surplus and Authorizing the Disposal of Miscellaneous Furniture and Equipment**

WHEREAS City of Goshen departments and offices have personal property that is no longer needed or is unfit for the purpose for which it was intended, and wishes to dispose of the personal property.

WHEREAS the estimated total value of the items is less than \$5,000, some items of which are worthless or of no market value.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

1. The personal property set forth in Exhibit A is declared as surplus property, hereinafter collectively referred to as "Surplus Property."
2. City staff is authorized to determine the best method(s) to dispose of the Surplus Property in accordance with Indiana Code § 5-22-22 et seq., based on the nature of the property, the number of items to be disposed, and the estimated total value of the property.

PASSED by the Goshen Board of Public Works and Safety on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Orv Myers, Member

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Barb Swartley, Member

## **EXHIBIT A**

### **Surplus Property (Res. 2023-37)**

Wood laminated, 2-drawer file cabinet  
Metal, 2-drawer file cabinet with wood top  
Cherry wood cabinet with front door access and 2 shelves  
Dark wood, 2-drawer filing cabinet  
Dark wood office desk with 6 drawers and 1 center drawer  
Dark wood credenza desk with 6 drawers  
Wood, 3-legged modified table  
Wood, 4-drawer lateral file cabinet  
Metal, 4-drawer lateral file cabinet  
12" x 9" HD monitor stand  
8.5" x 11" black mesh file holder  
6 slotted compartment black wall file  
Accordion file, numbered 1-31  
2, Accordion files, Jan-Dec  
Set of 6 coasters  
Metal, 5 tier shelving unit  
High-back, light blue office chair  
Standard, mauve office chair  
3, High-back, black office chairs  
Coffee maker



## CITY OF GOSHEN LEGAL DEPARTMENT

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

October 30, 2023

**To:** Board of Public Works and Safety

**From:** Brandy L. Toms

**Subject:** HVAC Planned Maintenance Agreement for City of Goshen Police and Courts Building

Attached for the Board's approval and authorize Mayor Leichthy to execute, are two amendment agreements with OJS Building Services, Inc. extending for a second year the HVAC Planned Maintenance for the Goshen Police and Courts Building and the Goshen Police Training Facility. OJS Building Services, Inc., will be paid \$7,880 for maintenance of the Goshen Police and Courts Building and \$7,300 for maintenance of the Police Training Facility. This is a zero increase from the previous year.

### **Suggested Motion:**

Approve and authorize Mayor Leichthy to execute the amendment agreements with OJS Building Services, Inc., for the extension of the HVAC Planned Maintenance Agreement for the Goshen Police and Courts Building and Police Training Facility for the second year at the same cost of \$7,880 for Police and Courts and \$7,300 Police Training Facility.

**AMENDMENT NO. 1**

**HVAC MAINTENANCE FOR GOSHEN POLICE AND COURTS BUILDING**

THIS AMENDMENT is entered into on \_\_\_\_\_, 2023, which is the last signature date set forth below, by and between **OJS Building Services**, (“Contractor”), whose mailing address is 1825 East 12<sup>th</sup> Street, Mishawaka, Indiana 46544, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

**RECITALS**

- (A) City and Contractor entered into an Agreement on August 1, 2022 for scheduled maintenance services.
- (B) The Parties wish to extend the term of the Agreement for the 2<sup>nd</sup> year of the five-year term with no increase in cost. Attached as Exhibit A is the written renewal request.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

**SECTION 1. Effective Date; Term; Renewal**

- 1.01 The Amendment shall become effective on the day of execution and approval by both parties.
- 1.02 The Agreement shall be extended for an additional period of one year.

**SECTION 2. Original Agreement**

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

**SECTION 3. Authority to Execute**

The undersigned affirm that all steps have been taken to authorize execution of this Amendment, and upon the undersigned’s execution, bind their respective organizations to the terms of the Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates as set forth below.

**City of Goshen, Indiana**  
Goshen Board of Public Works and Safety

**OJS Building Services**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Brian Sears, General Manager

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**AMENDMENT NO. 1**

**HVAC MAINTENANCE FOR GOSHEN POLICE TRAINING FACILITY**

THIS AMENDMENT is entered into on \_\_\_\_\_, 2023, which is the last signature date set forth below, by and between **OJS Building Services**, (“Contractor”), whose mailing address is 1825 East 12<sup>th</sup> Street, Mishawaka, Indiana 46544, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

**RECITALS**

- (A) City and Contractor entered into an Agreement on August 1, 2022 for scheduled maintenance services.
- (B) The Parties wish to extend the term of the Agreement for the 2<sup>nd</sup> year of the five-year term with no increase in cost. Attached as Exhibit A is the written renewal request.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

**SECTION 1. Effective Date; Term; Renewal**

- 1.01 The Amendment shall become effective on the day of execution and approval by both parties.
- 1.02 The Agreement shall be extended for an additional period of one year.

**SECTION 2. Original Agreement**

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

**SECTION 3. Authority to Execute**

The undersigned affirm that all steps have been taken to authorize execution of this Amendment, and upon the undersigned’s execution, bind their respective organizations to the terms of the Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates as set forth below.

**City of Goshen, Indiana**  
Goshen Board of Public Works and Safety

**OJS Building Services**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Brian Sears, General Manager

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



# OJS BUILDING SERVICES, INC.

1825 East 12<sup>th</sup> Street • Mishawaka, Indiana 46544-5903 • (574) 284-2020 • FAX (574) 284-2016 • www.ojsbsi.com • License No. CO30600042

October 24, 2023

Goshen Board of Public Works & Safety  
City Of Goshen  
713 E. Lincoln Ave.  
Goshen, IN 46528

RE: Maintenance Agreement Renewals

All,

The PM Service agreements for the Police & Courts Building and the Police Training Facility have completed their first year and we are requesting you to move forward with year 2. Below will be the cost for each of the facilities for year two.

Goshen Police Training Facility \$7300.00. No Increase for 2<sup>nd</sup> term.

Goshen Police and Courts Facility \$7,880.00. No Increase for 2<sup>nd</sup> term.

Please accept my apologies for not getting this renewal letter to you sooner. The original contract date started on 9/01/2022 and I would like to keep that date if possible. Please note that our first scheduled service will be in November so there will be no delays in service.

We would like to take this opportunity to thank you for another year of your valued business. We here at OJS Building Services, Inc. look forward to serving you and wish for your continued success.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

Brian Sears  
General Manager

Date Signed \_\_\_\_\_





**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185  
kentholdren@goshencity.com • www.goshenindiana.org

10/30/2023

**Request for Road Closure at 1004 S 8<sup>th</sup> St. between E Jackson St. & Franklin St.**

To the Board of Public Works, Safety and Storm Water;

The City of Goshen Water and Sewer Department will be repairing a sewer main in front of 1004 S 8<sup>th</sup> St.

The work will require excavation of the road, with a trench that will be approximately 10' feet in depth.

For the safety of the work crews and the public, the City is requesting permission to close S 8<sup>th</sup> between E Jackson St. & Franklin St. to thru traffic, starting at 8:00 am Tuesday 10/31, and reopening for traffic on Thursday evening of 11/2.

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren", with a long, sweeping horizontal line extending to the right.

Kent Holdren  
Superintendent of Goshen Water Department



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EXTENSION OF COLLEGE AVENUE ROAD CLOSURE (JN: 2018-0022)**

DATE: October 30, 2023

---

Niblock Excavating has requested permission to extend the closure of College Avenue on either side of Horn Ditch bridge (Bridge No. 410) until Monday, November 13, 2023.

Niblock Excavating has experienced delays with underground utility work due to weather. They are requesting this extension to restore pavement in the College Avenue right-of-way in preparation for the Elkhart County replacement of Bridge No. 410.

**Requested motion: Move to approve an extension of the road closure of College Avenue near Horn Ditch Bridge until November 13, 2023.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

---

Gina Leichy, Mayor

---

Barb Swartley, Member

---

Mary Nichols, Member

---

Orv Myers, Member

---

Michael Landis, Member



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EXTENSION OF TENTH STREET ROAD CLOSURE AND TEMPORARY  
PARKING RESTRICTION (JN: 2022-0037)**

DATE: October 30, 2023

---

Niblock Excavating has requested permission to extend the closure of South 10<sup>th</sup> Street to through traffic from East Jackson Street to East Reynolds Street until Tuesday, November 14. The road will only be closed when construction work is actively proceeding. On-street parking will be restricted during these times.

Niblock Excavating is requesting this extension to complete removal of tree stumps prior to NIPSCO utility relocations.

**Requested motion: Move to approve extending the road closure of 10<sup>th</sup> Street from Jackson Street to Reynolds Street, from October 31 to November 14, 2023.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Barb Swartley, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Orv Myers, Member

\_\_\_\_\_  
Michael Landis, Member



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **WILDEN AVENUE RECONSTRUCTION FROM ROCK RUN CREEK TO FIFTH STREET – CHANGE ORDER NO. 8 (JN: 2014-0035)**

DATE: October 27, 2023

---

Goshen Engineering is presenting Change Order No. 8 for a contract increase of \$31,748.26, and a contract extension of five (5) days. Because the work is occurring on the sanitary sewer system, it does not qualify for federal funding assistance.

During construction, it was determined the north sewer connection from the Moose Lodge was not achievable without lowering the sewer line. A new sanitary structure and drop were required to provide the needed sewer cover.

With this and previous change orders, representing a total contract increase of 4.91-percent, the amended contract price will be \$7,307,067.18.

***Requested Motion: Move to approve Change Order No. 8 in the amount of \$31,748.26, provide the contractor five (5) additional contract days, and authorize the Mayor to sign the change order.***

Contract No:R -37647

Change Order No.: 008

**INDIANA Department of Transportation**

Page: 1

**Construction Change Order and Time Extension Summary**

**Contract Information**

District:FT. WAYNE DISTRICT

Contract No.: R -37647

AE:Koch, Michael

Letting Date:05/05/2022

PE/S:Wakeman, John

Status:Draft

**Change Order Information**

Date Generated: 00/00/0000

Change Order No.: 008

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Sanitary STR 205A

Original Contract Amount \$ 6,965,019.56

Current Change Order Amount \$ 31,748.26

Percent: 0.456 %

Total Previous Approved Changes \$ 310,299.36

Percent: 4.455 %

Total Change To-Date \$ 342,047.62

Percent: 4.911 %

Modified Contract Amount \$ 7,307,067.18

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 08/21/2022 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 5

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: \_\_\_\_\_ DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ DDCM: \_\_\_\_\_

SS Days \_\_\_\_\_

SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

**INDIANA Department of Transportation**  
**Construction Change Order and Time Extension Summary**

**Review and Approval Information**

Required Approval Authority AE: \_\_\_\_\_ DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ \* DDCM: \_\_\_\_\_ \*  
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K - ) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
(Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by \_\_\_\_\_ Date Issued \_\_\_\_\_

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager \_\_\_\_\_

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by \_\_\_\_\_ Date \_\_\_\_\_  
If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Resolved by \_\_\_\_\_ Date \_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA \_\_\_\_\_ Date Returned \_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No:R -37647  
Change Order No:008

INDIANA  
Department of Transportation

Date:10/24/2023  
Page: 3

Contract: R -37647  
Project: 1400715 - State:140071500LC2  
Change Order Nbr: 008  
Change Order Description: Sanitary STR 205A  
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0158	1400715	0158	711-91996	LS	31,748.260	1.000	C	Amount:\$ 31,748.26

Item Description: REPAIR EXISTING STRUCTURE  
Supplemental Description1:  
Supplemental Description2: STR. 205A Repair

Total Value for Change Order 008 = \$ 31,748.26

**Milestone Time Adjustment**

MileStone Nbr: 02  
Milestone Description: INTERMEDIATE COMPLETION DATE, PHASE 1 AND 2  
Original Completion dt: 08/25/2023 Adj compl dt 09/08/2023 Adj No. of Days 5  
Explanation: Rieth-Riley requested 5 additional days for this change. As the structure was discovered post bid, it required the engineer of record to review the structure and the overall sanitary sewer system. This process took approximately 4-5 days to complete. Once the solution was approved by the City. As a result, Rieth-Riley requested a total of 5 calendar days be added to the Intermediate Completion Date for Phase 2.

**Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.**

General or Standard Change Order Explanation

A contract time adjustment is required for this change and has been addressed herein.

General or Standard Change Order Explanation

During construction of the proposed sanitary sewer, an existing structure was found at Sta. 33+91, 45' Lt. The plans call for new pipe to tie into existing pipe north of Str. 205. While installing Str. 205, it was discovered that the existing drop in the structure described above (Str. 205A), was found to be an external drop that would not work with the proposed sanitary plans. As opposed to removing the drop and tying directly into the structure, the City asked Rieth-Riley to replace the entire structure. Rieth-Riley submitted lump sum pricing for the added work, which was reviewed and is consistent with industry standards and the work actually completed. The added work to replace the structure was deemed to be non participating, which the City ERC is aware of and in agreement with. The INDOT AE has given concurrence of the proposed work and change. Rieth-Riley requested an additional 5 days be added to the intermediate Completion Date for Phases 1 and 2, which is acceptable and described in the contract time adjustment explanation of this change order.

**Change Order Explanation for Specific Line Item**

\*\*\*\*\*

It is the intent of the parties that this change order is full and complete compensation for the work describe above.  
Notification and consent to this change order is hereby acknowledged.

Contractor: Rieth-Riley Construction Co., Inc.

Signed By: 

Date: 10/24/23

\*\*\*\*\*

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -37647  
Change Order No:008

INDIANA  
Department of Transportation

Date:10/24/2023  
Page: 4

\*\*\*\*\*  
APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

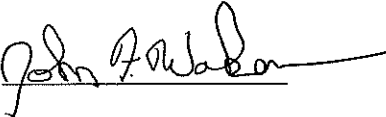
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(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\*\*\*\*\*  
SUBMITTED FOR CONSIDERATION

PE/S 

\*\*\*\*\*  
APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

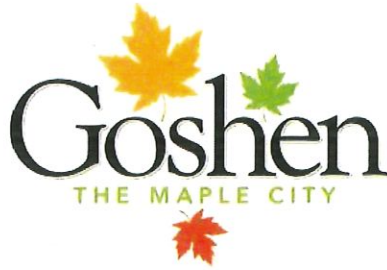
Approval Level

Name of Approver

Date

Status





**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **WILDEN AVENUE RECONSTRUCTION FROM ROCK RUN CREEK TO FIFTH STREET – CHANGE ORDER NO. 9 (JN: 2014-0035)**

DATE: October 27, 2023

---

Goshen Engineering is presenting Change Order No. 9 for a contract increase of \$61,098.00. The materials and work associated with this change order were deemed to be participating and non-recoverable; therefore, funding assistance will be requested from MACOG.

The contract included a pay item for topsoil. The contractor stockpiled and utilized the material that it could, but much of the soil was determined unsuitable for re-establishment of vegetation. Contract change - \$60,162.00

The contract called for the handrail to be epoxy coated; however, the City has found epoxy coating for exterior metals to be less durable than and oil based primer and paint. Contract Change - \$936.00

With this and previous change orders, representing a total contract increase of 5.33-percent, the amended contract price will be \$7,336,416.92.

***Requested Motion: Move to approve Change Order No. 9 in the amount of \$61,098.00, and authorize the Mayor to sign the change order.***

**INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary**

**Contract Information**

District:FT. WAYNE DISTRICT

Contract No.: R -37647

AE:Koch, Michael

Letting Date:05/05/2022

PE/S:Wakeman, John

Status:Draft

**Change Order Information**

Date Generated: 00/00/0000

Change Order No.: 009

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Design/Plan Related

Description: Handrail, Epoxy Paint

Original Contract Amount \$ 6,965,019.56

Current Change Order Amount \$ 61,098.00

Percent: 0.877 %

Total Previous Approved Changes \$ 310,299.36

Percent: 4.455 %

Total Change To-Date \$ 371,397.36

Percent: 5.332 %

Modified Contract Amount \$ 7,336,416.92

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ DDCM:\_\_\_\_\_

SS Days\_\_\_\_\_ SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

**INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary**

**Review and Approval Information**

Required Approval Authority AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ \* DDCM:\_\_\_\_\_ \*  
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
(Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by \_\_\_\_\_ Date Issued \_\_\_\_\_

Total Change To-Date>5%? Y / N If Y, Copy to Program Budget Manager \_\_\_\_\_

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_

Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by \_\_\_\_\_ Date \_\_\_\_\_

If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Resolved by \_\_\_\_\_ Date \_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA \_\_\_\_\_ Date Returned \_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No:R -37647  
Change Order No:009

INDIANA  
Department of Transportation

Date:09/13/2023  
Page: 3

Contract: R -37647  
Project: 1400715 - State:140071500LC2  
Change Order Nbr: 009  
Change Order Description: Handrail, Epoxy Paint  
Reason Code: ERRORS & OMISSIONS, Design/Plan Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0049	1400715	0049	621-06570	CYS	200.540	300.000	C	Amount:\$ 60,162.00

Item Description: TOPSOIL

Supplemental Description1:

Supplemental Description2:

0155	1400715	0155	604-92237	LFT	6.000	156.000	C	Amount:\$ 936.00
------	---------	------	-----------	-----	-------	---------	---	------------------

Item Description: HAND RAIL STEEL

Supplemental Description1:

Supplemental Description2: Epoxy Paint

Total Value for Change Order 009 = \$ 61,098.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

General or Standard Change Order Explanation

The Contract Documents include a pay item for topsoil that is to be used only behind the proposed retaining wall. The Contractor stockpiled and reused on-site any topsoil that was stripped from the site. The existing soil throughout the project was determined to not be acceptable for plant growth. All existing topsoil, which was minimal, was placed in Phase 1 sodded areas but additional off-site topsoil was necessary under the majority of Phase 1 sodded areas. This change order increases the topsoil quantity, at the original contract price since it's a minor item, to account for topsoil under sodded areas in both Phase 1 and Phase 2. These costs have been deemed to be participating and non-recoverable. The INDOT PM and AE have been notified and are in agreement with this change, as is the City ERC. No additional time was requested or is warranted for the additional topsoil work. The Contract Documents specify a handrail for Item CLN 0042 that is to have a powder coated finish. During the shop drawing review process, the City of Goshen inquired about painting the handrail with an oil based paint and primer for easier maintenance. The handrail supplier indicated that an oil based paint and primer is not an option that painters use on handrails anymore. They offered to provide an epoxy based paint and primer, in lieu of powder coating, for an additional \$6 per foot. This change order creates an additional pay item for the epoxy painting. The original item cannot be deleted and a new item with a revised price created as the original pay item is participating, but the added cost associated with the change in finish will be non-participating. These costs have been deemed to be non-participating and non-recoverable. The INDOT PM and AE are have been notified and are in agreement with this change, as is the City ERC. No additional time was requested or is warranted for the change in handrail finish.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.  
Notification and consent to this change order is hereby acknowledged.

Contractor: Rieth-Riley Construction Co., Inc.

Signed By: *Drew Snodgrass*

Date: 9/27/23

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

\*\*\*\*\*  
APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)-

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

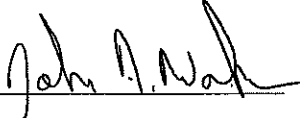
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(DATE)

\*\*\*\*\*  
SUBMITTED FOR CONSIDERATION

PE/S



\*\*\*\*\*  
APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

\*\*\*\*\*  
Approval Level

Name of Approver

Date

Status  
\*\*\*\*\*



Engineering Department  
CITY OF GOSHEN

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
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## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **AGREEMENT WITH MACOG FOR TRAFFIC COUNTS**  
**JN: 2024-0003**

DATE: October 30, 2023

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Attached is the annual Agreement with MACOG to supply the City of Goshen with Traffic Counts at locations listed in the Agreement.

MACOG will also complete two (2) intersection analyses of our choice, which will include collecting traffic counts at the intersection, turn movements, signal timing data, digital photography, accident data, GPS data and a geometric layout of the intersection. Engineering is still determining which intersections we will ask to be done.

The Agreement is in the amount of \$2,000.00.

**Requested Motion: Approve agreement with MACOG for \$2,000.00 for annual traffic counts.**

## **MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT is made and entered into by and between the City of Goshen by and through the Board of Public Works and Safety, hereinafter referred to as "City", and the Michiana Area Council of Governments, hereinafter referred to as "MACOG".

### **WITNESSETH:**

**WHEREAS**, the City, has previously maintained an annual traffic counting program for the purposes of planning and project development and seeks to cooperate with the MACOG to obtain the traffic count data using MACOG staff,

**WHEREAS**, MACOG currently maintains an annual traffic counting program for the purpose of developing Vehicle Miles of Travel (VMT), Annual Average Daily Traffic (AADT), project selection, planning and other traffic related statistics.

**WHEREAS**, MACOG also maintains a four county, state traffic counting program, completes the HPMS counts for the state and collects other traffic counts in the region,

**WHEREAS**, MACOG has professional staff that collects and maintains traffic count database program throughout the region,

**WHEREAS**, MACOG working in partnership with its member cities, towns and counties is the data repository for the regions reporting and traffic statistics and as traffic count data is a major factor in the selection of projects for federal, state and local road projects it mutually benefits both parties that the traffic count program be consistently completed on a three year count cycle.

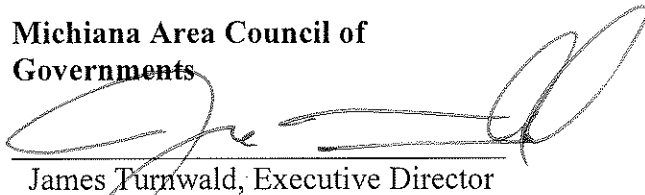
### **IT IS THEREFORE AGREED** by and between the City and MACOG:

1. MACOG will collect traffic count data for the City at those sites within the county as listed on attachment A of this MOU and herein agreed to by both parties.
2. This MOU is renewable each year upon the signing of a similar agreement to provide traffic counting services,
3. MACOG, in partnership with the City will develop a mutually agreeable schedule of counting activities in such manner that all agreed sites will be counted in their entirety within a three (3) year cycle, (contingent upon this program being continued for a full three years).
4. Data to be collected shall be classification counts based on the thirteen (13) vehicle types as defined within the Federal Highway Administration's "Traffic Monitoring Guide". The counts shall be hourly, per direction, for a minimum of forty-eight (48) hours.

5. Data collected will be posted to the macoggis.com website.
6. MACOG further agrees to complete up to two (2) 12hr turning movement counts. MACOG will annually provide the Transportation Technical Advisory Council with a list of congested roads, however the City is responsible for identifying the intersections to be studied in writing to the MACOG Director.
7. Under this MOU, the City agrees to provide the MACOG **\$2,000**, which may be used by the MACOG as local technical assistance and planning, matching funds. These funds will be paid to the MACOG within 30 days of the effective date (July 1, 2023) of this agreement.
8. This memorandum of understanding may be declared null and void if:
  - A. Either party fails to abide by the intent of this Memorandum of Understanding or;
  - B. Both parties mutually agree to end this data partnering.
9. The effective dates for this Memorandum of Understanding will be July 1, 2023 through June 30, 2024 with provision for annual renewal.

**IN WITNESS WHEREOF**, City and MACOG, through the undersigned officials, have hereunto affixed their signatures.

**Michiana Area Council of Governments**



James Turnwald, Executive Director

Date: September 20, 2023

**City of Goshen**

\_\_\_\_\_

Date: \_\_\_\_\_



FY 2024 Counts - City of Goshen  
30 Counts

Site	Street	Location	Latitude	Longitude
6061	14TH STREET	N OF COLLEGE AVENUE	41.566783	-85.819478
6231	6TH STREET	S OF MADISON STREET	41.581453	-85.831345
6192	7TH STREET	S OF MADISON STREET	41.581773	-85.829749
6006	BERKEY AVENUE	W OF GREENE RD	41.580628	-85.867642
6012	BURDICK STREET	E OF 9TH STREET	41.572382	-85.825546
6242	CENTURY DRIVE	N OF KERCHER ROAD	41.55233	-85.775263
6240	CHICAGO AVENUE	W OF BEAVER LANE	41.597015	-85.858925
6013	CHICAGO AVENUE	BETWEEN LINCOLN AVENUE & PIKE STREET	41.587481	-85.842812
6024	COLLEGE AVENUE	BETWEEN CENTURY DRIVE & CR 31	41.566406	-85.782127
6028	COTTAGE AVENUE	S OF MADISON STREET	41.581278	-85.828926
6302	DEWEY AVENUE	S OF LINCOLN AVENUE	41.586203	-85.848368
6224	EISENHOWER DRIVE	NE OF US 33	41.560204	-85.793389
6225	EISENHOWER DRIVE	SW OF US 33	41.55894	-85.79512
6238	EISENHOWER DRIVE NORTH	W OF DIERDORFF ROAD	41.557194	-85.806423
6237	EISENHOWER DRIVE SOUTH	BETWEEN MESSICK DRIVE & DIERDORFF ROAD	41.554505	-85.8084
6051	FIFTEENTH STREET	S OF COLLEGE AVENUE	41.564935	-85.818442
6309	GREENE ROAD	N OF BERKEY AVENUE	41.58087	-85.86734
6310	GREENE ROAD	S OF BERKEY AVENUE	41.58039	-85.86734
6062	GREENE ROAD	N OF US 33	41.602517	-85.86772
6301	INDIANA AVENUE	N OF LINCOLN AVENUE	41.58656	-85.848246
6300	INDIANA AVENUE	N OF PIKE STREET	41.589177	-85.848282
6074	INDIANA AVENUE	S OF US 33 (PIKE STREET)	41.588668	-85.848269
6080	JACKSON STREET	E OF 9TH STREET	41.57431	-85.825681
6084	JEFFERSON STREET	E OF SIXTH STREET	41.583745	-85.830596
6093	LINCOLN AVENUE	E OF GREENE ROAD	41.586646	-85.865401
6118	LOGAN STREET	E OF SR 4	41.586059	-85.824869
6178	PLYMOUTH AVENUE	E OF MAIN STREET	41.575575	-85.831503
6180	PLYMOUTH AVENUE	E OF 9TH STREET	41.575572	-85.825269
6187	RIVERSIDE BOULEVARD	N OF LINCOLN AVENUE	41.587501	-85.853622
6189	RIVERSIDE BOULEVARD	S OF LINCOLN AVENUE	41.586008	-85.853607



**Engineering Department  
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## MEMORANDUM

**TO:** Board of Works and Safety and Stormwater Board

**FROM:** Dustin Sailor, P.E., Director of Public Works and Utilities

**RE:** **ELKHART COUNTY COURTS CONSOLIDATION PUBIC INFRASTRUCTURE IMPROVEMENTS (JN: 2021-0014)**

**DATE:** October 27, 2023

On Monday, October 16, 2023, the Goshen Board of Works and Safety received bids for the above-named project. Four (4) bids were received with the bidders and their bids listed in Table 1.

**Table 1 – Contractors and Bid Amounts**

	<b>Contractor</b>	<b>Bid Amount</b>
1.	Niblock Excavating	\$4,159,417.30
2.	C&E Excavating	\$4,867,150.00
3.	Milestone Construction	\$5,627,000.00
4.	Rieth-Riley Construction	\$6,678,833.74

Bid items that were negotiated with the contractor following the bid are listed in Table 2.

**Table 2 – Negotiated Bid Items**

<b>Item</b>	<b>Bid Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Cost</b>
81	Pipe, A2000, PVC, 24" (removed)	277	LFT	\$80.00	(\$22,160.00)
82	Pipe, RCP, 24" (removed)	277	LFT	\$95.00	(\$26,315.00)
82	Pipe, RCP, 24" (new quantity)	596	LFT	\$95.00	\$56,620.00
169	Construction Notice Board (removed)	2	EA	\$1,250.00	(\$2,500)
169	Construction Notice Board / City Supplied	2	EA	\$350.00	\$700.00
<b>Negotiated Price Changes</b>					<b>\$6,345.00</b>

In review of the bid documentation, the city has found Niblock Excavating to be the lowest responsible and responsive bid.

At the special Redevelopment Commission meeting on Friday, October 20, 2023, the Goshen Redevelopment Commission, as one of the funding entities, moved to fund their portion of the project as outlined in the interlocal agreement with Elkhart County. Per the interlocal

Board of Works and Safety

October 27, 2023

Page 2

agreement, the project will be jointly funded by the Goshen Redevelopment Commission and Elkhart County.

Goshen Engineering recommends the Board of Public Works and Safety awarded *the "Elkhart County Courts Consolidation Public Infrastructure Improvements" project* to Niblock Excavating for a negotiated contract price of \$4,165,762.30.

***Requested Motion:*** *Move to award the Elkhart County Courts Consolidation Public Infrastructure Improvements project to Niblock Excavating for a negotiated contract price of \$4,165,762.30.*

RELIANCE ROAD & PEDDLER'S VILLAGE ROAD IMPROVEMENTS FOR CONSOLIDATED COURTHOUSE - JN: 2021-0014  
 MATERIAL BID TAB  
 BID DUE DATE - October 16, 2023

BASE BID			Niblock Excavating *		C&E Excavating		Milestone Construction		Rieth-Riley		
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Construction Engineering	\$75,000.00	\$75,000.00	\$96,000.00	\$96,000.00	\$69,000.00	\$69,000.00	\$133,576.67	\$133,576.67
2	1	LSUM	Mobilization & Demobilization	\$200,000.00	\$200,000.00	\$240,000.00	\$240,000.00	\$281,000.00	\$281,000.00	\$333,941.68	\$333,941.68
3	1	LSUM	Clearing of Right-of-Way	\$78,500.00	\$78,500.00	\$96,000.00	\$96,000.00	\$102,618.10	\$102,618.10	\$133,576.67	\$133,576.67
4	1	LSUM	Erosion Control	\$35,000.00	\$35,000.00	\$48,000.00	\$48,000.00	\$204,000.00	\$204,000.00	\$66,788.33	\$66,788.33
5	190	SYD	Concrete Pavement, Remove	\$6.50	\$1,235.00	\$9.00	\$1,710.00	\$15.00	\$2,850.00	\$91.24	\$17,336.80
6	112	LFT	Curb, Concrete, Remove	\$6.50	\$728.00	\$24.00	\$2,688.00	\$12.00	\$1,344.00	\$46.00	\$5,152.00
7	1,431	LFT	Curb & Gutter, Concrete, Remove	\$6.50	\$9,301.50	\$9.00	\$12,879.00	\$8.00	\$11,448.00	\$17.50	\$25,042.50
8	50	LFT	Abandonment of Sewers	\$35.00	\$1,750.00	\$110.00	\$5,500.00	\$46.00	\$2,300.00	\$100.00	\$5,000.00
9	307	SYD	Sidewalk, Concrete, Remove	\$7.50	\$2,302.50	\$22.00	\$6,754.00	\$11.00	\$3,377.00	\$45.00	\$13,815.00
10	1	EA	Handhole, Remove	\$435.00	\$435.00	\$415.00	\$415.00	\$400.00	\$400.00	\$400.00	\$400.00
11	1	EA	Detector Housing, Remove	\$305.00	\$305.00	\$290.00	\$290.00	\$280.00	\$280.00	\$280.00	\$280.00
12	12	EA	Inlet, Remove	\$550.00	\$6,600.00	\$180.00	\$2,160.00	\$830.00	\$9,960.00	\$750.00	\$9,000.00
13	1	EA	Manhole, Remove	\$1,100.00	\$1,100.00	\$370.00	\$370.00	\$940.00	\$940.00	\$950.00	\$950.00
14	193	LFT	Pipe, Remove	\$30.00	\$5,790.00	\$24.00	\$4,632.00	\$35.00	\$6,755.00	\$30.00	\$5,790.00
15	4	EA	End Section, Remove	\$250.00	\$1,000.00	\$210.00	\$840.00	\$470.00	\$1,880.00	\$375.00	\$1,500.00
16	22,072	CYD	Excavation, Common	\$22.50	\$496,620.00	\$20.75	\$457,984.00	\$32.20	\$710,718.40	\$63.00	\$1,390,536.00
17	1,442	CYD	Excavation, Unclassified	\$1.00	\$1,442.00	\$31.50	\$45,423.00	\$28.30	\$40,808.60	\$63.00	\$90,846.00
18	3,173	CYD	Borrow	\$1.00	\$3,173.00	\$31.50	\$99,949.50	\$45.60	\$144,688.80	\$66.00	\$209,418.00
19	1,678	SYD	Subgrade Treatment, Type II	\$13.75	\$23,072.50	\$12.00	\$20,136.00	\$32.00	\$53,696.00	\$32.00	\$53,696.00
20	1,012	SYD	Subgrade Treatment, Type III	\$1.00	\$1,012.00	\$5.50	\$5,566.00	\$1.30	\$1,315.60	\$7.00	\$7,084.00
21	21,614	SYD	Subgrade Treatment, Type IBC	\$20.00	\$432,280.00	\$13.00	\$280,982.00	\$18.00	\$389,052.00	\$22.00	\$475,508.00
22	1,126	CYD	Structure Backfill, Type 2	\$80.00	\$90,880.00	\$86.00	\$96,836.00	\$57.10	\$64,294.60	\$45.00	\$50,670.00
23	18	CYD	Flowable Backfill, Non-Removable	\$550.00	\$9,900.00	\$280.00	\$5,040.00	\$170.00	\$3,060.00	\$1,000.00	\$18,000.00
24	3,840	SYD	Geogrid, Type 1B	\$1.00	\$3,840.00	\$3.90	\$14,976.00	\$1.80	\$6,912.00	\$3.60	\$13,824.00
25	221	CYD	Dense Graded Subbase	\$82.50	\$18,232.50	\$240.00	\$53,040.00	\$120.00	\$26,520.00	\$120.00	\$26,520.00
26	4,902	TON	Compacted Aggregate, No. 53	\$37.50	\$183,825.00	\$42.00	\$205,884.00	\$42.00	\$205,884.00	\$48.00	\$235,296.00
27	11	TON	Compacted Aggregate, No. 73	\$65.00	\$715.00	\$185.00	\$2,035.00	\$142.00	\$1,562.00	\$250.00	\$2,750.00
28	2,882	TON	No. 5 Stone	\$1.00	\$2,882.00	\$44.50	\$128,249.00	\$45.00	\$129,690.00	\$40.00	\$115,280.00
29	2,202	SYD	Milling Asphalt, Scarification/Profile	\$6.50	\$14,313.00	\$4.75	\$10,459.50	\$7.75	\$17,062.80	\$6.40	\$14,092.80
30	2,022	TON	HMA Surface, Type C	\$97.00	\$196,134.00	\$100.00	\$202,200.00	\$132.00	\$266,904.00	\$115.00	\$232,530.00
31	2,226	TON	HMA Intermediate, Type C	\$83.50	\$185,871.00	\$86.50	\$192,549.00	\$118.00	\$262,668.00	\$110.00	\$244,860.00
32	4,907	TON	HMA Base, Type C	\$78.50	\$385,199.50	\$98.00	\$471,072.00	\$105.00	\$515,235.00	\$99.00	\$485,793.00
33	9,764	LFT	Joint Adhesive, Surface	\$0.70	\$6,834.80	\$1.00	\$9,764.00	\$0.10	\$976.40	\$0.90	\$8,787.60
34	7,474	LFT	Joint Adhesive, Intermediate	\$0.70	\$5,231.80	\$1.00	\$7,474.00	\$0.10	\$747.40	\$1.50	\$11,211.00
35	9,289	LFT	Liquid Asphalt Sealant	\$0.15	\$1,393.35	\$1.00	\$9,289.00	\$0.10	\$928.90	\$0.20	\$1,857.80
36	12	TON	Asphalt for Tack Coat	\$1.00	\$12.00	\$1.00	\$12.00	\$85.00	\$1,020.00	\$1.00	\$12.00
37	450	SYD	PCCP for Roundabout Truck Apron, 10"	\$125.00	\$56,250.00	\$115.00	\$51,750.00	\$159.00	\$71,550.00	\$166.00	\$74,700.00
38	640	LFT	D-1 Contraction Joint	\$20.00	\$12,800.00	\$28.00	\$17,920.00	\$24.00	\$15,360.00	\$46.00	\$29,440.00
39	1,012	SYD	Sidewalk, Concrete, 4"	\$62.50	\$63,250.00	\$96.00	\$97,152.00	\$78.00	\$78,936.00	\$91.00	\$92,092.00
40	86	SYD	Curb Ramp, Concrete	\$95.00	\$8,170.00	\$146.00	\$12,556.00	\$175.00	\$15,050.00	\$342.00	\$29,412.00
41	16	SYD	Detectable Warning Surface	\$485.00	\$7,760.00	\$250.00	\$4,000.00	\$250.00	\$4,000.00	\$250.00	\$4,000.00
42	289	LFT	Curb, Concrete, 6"	\$35.00	\$10,115.00	\$45.00	\$13,005.00	\$54.00	\$15,606.00	\$42.00	\$12,138.00
43	292	LFT	Curb & Gutter, Concrete	\$30.00	\$8,760.00	\$36.00	\$10,512.00	\$62.00	\$18,104.00	\$46.00	\$13,432.00
44	4,566	LFT	Curb & Gutter, Concrete, Modified	\$35.00	\$159,810.00	\$40.00	\$182,640.00	\$32.00	\$146,112.00	\$36.00	\$164,376.00
45	730	SYD	Concrete Center Curb, Type D, Modified	\$165.00	\$120,450.00	\$136.00	\$99,280.00	\$200.00	\$146,000.00	\$170.00	\$124,100.00
46	6	EA	Curb Turnout	\$950.00	\$5,700.00	\$2,500.00	\$15,000.00	\$1,200.00	\$7,200.00	\$2,400.00	\$14,400.00
47	346	LFT	Curb & Gutter, Concrete, Rolled Curb	\$35.00	\$12,110.00	\$41.00	\$14,186.00	\$48.00	\$16,608.00	\$46.00	\$15,916.00
48	296	TON	HMA for Drive Approaches, Type B	\$125.00	\$37,000.00	\$210.00	\$62,160.00	\$170.00	\$50,320.00	\$170.00	\$50,320.00
49	74	TON	HMA for Approaches, Type C	\$125.00	\$9,250.00	\$180.00	\$13,320.00	\$185.00	\$13,690.00	\$172.00	\$12,728.00
50	144	SYD	PCCP for Approaches, 6"	\$82.50	\$11,880.00	\$125.00	\$18,000.00	\$115.00	\$16,560.00	\$100.00	\$14,400.00
51	1,284	SYD	PCCP for Approaches, 9"	\$105.00	\$134,820.00	\$145.00	\$186,180.00	\$130.00	\$166,920.00	\$110.00	\$141,240.00
52	5	EA	Mailbox Assembly, Remove	\$75.00	\$375.00	\$100.00	\$500.00	\$350.00	\$1,750.00	\$800.00	\$4,000.00
53	19	EA	Mailbox Assembly, Sing. Remove/Relocate	\$450.00	\$8,550.00	\$500.00	\$9,500.00	\$550.00	\$10,450.00	\$250.00	\$4,750.00
54	1	EA	Replacement Mailbox	\$195.00	\$195.00	\$185.00	\$185.00	\$75.00	\$75.00	\$45.00	\$45.00
55	1	EA	Mailbox Post	\$215.00	\$215.00	\$210.00	\$210.00	\$75.00	\$75.00	\$150.00	\$150.00
56	1	EA	Mailbox Bank	\$450.00	\$450.00	\$5,400.00	\$5,400.00	\$2,800.00	\$2,800.00	\$2,522.00	\$2,522.00
57	1	EA	Monument Section Corner Install	\$1,300.00	\$1,300.00	\$1,250.00	\$1,250.00	\$1,200.00	\$1,200.00	\$450.00	\$450.00
58	28	EA	Monument, B	\$1,400.00	\$39,200.00	\$1,300.00	\$36,400.00	\$1,300.00	\$36,400.00	\$500.00	\$14,000.00
59	5	EA	Monument, C	\$925.00	\$4,625.00	\$850.00	\$4,250.00	\$850.00	\$4,250.00	\$500.00	\$2,500.00
60	13	EA	Monument, D	\$270.00	\$3,510.00	\$250.00	\$3,250.00	\$250.00	\$3,250.00	\$500.00	\$6,500.00
61	81	TON	Riprap Revetment	\$80.00	\$6,480.00	\$120.00	\$9,720.00	\$120.00	\$9,720.00	\$95.00	\$7,695.00
62	4	EA	Mobilization & Demobilization for Seeding	\$850.00	\$3,400.00	\$830.00	\$3,320.00	\$950.00	\$3,800.00	\$400.00	\$1,600.00
63	43	LBS	Fertilizer	\$2.15	\$92.45	\$8.00	\$344.00	\$30.00	\$1,290.00	\$5.00	\$215.00
64	19,188	SYD	Mulch Seeding, U	\$1.75	\$33,679.00	\$1.50	\$28,782.00	\$2.00	\$38,376.00	\$3.05	\$58,523.40
65	3	kGAL	Water	\$27.00	\$81.00	\$50.00	\$150.00	\$1,000.00	\$3,000.00	\$100.00	\$300.00
66	29	CYD	Topsoil, 2 in.	\$65.00	\$1,885.00	\$93.50	\$2,711.50	\$66.00	\$1,914.00	\$75.00	\$2,175.00
67	515	SYD	Sodding, Nursery	\$8.50	\$4,377.50	\$15.00	\$7,725.00	\$30.00	\$15,450.00	\$14.25	\$7,338.75
68	59	LBS	Detention Basin Seed Mix	\$240.00	\$14,160.00	\$185.00	\$10,915.00	\$450.00	\$26,550.00	\$5.75	\$339.25
69	18	EA	4' x 4' Scour Stop Transition Mat	\$550.00	\$10,080.00	\$700.00	\$12,600.00	\$900.00	\$16,200.00	\$300.00	\$5,400.00
70	18	MOS	Field Office, B	\$3,850.00	\$69,300.00	\$3,850.00	\$69,300.00	\$2,700.00	\$48,600.00	\$3,000.00	\$54,000.00
71	6	EA	Water Service, Adjust to Grade	\$950.00	\$5,700.00	\$1,300.00	\$1,860.00	\$1,100.00	\$6,600.00	\$3,208.81	\$19,252.86
72	3	EA	Water Service, Remove & Plug Service	\$435.00	\$1,305.00	\$725.00	\$2,175.00	\$1,820.00	\$5,460.00	\$875.00	\$2,625.00
73	9	LFT	Pipe, A2000, PVC, 8"	\$50.00	\$450.00	\$117.00	\$1,053.00	\$124.50	\$1,120.50	\$130.00	\$1,170.00
74	201	LFT	Pipe, A2000, PVC, 12"	\$50.00	\$10,050.00	\$53.00	\$10,653.00	\$63.60	\$12,783.60	\$90.00	\$18,090.00
75	211	LFT	Pipe, C900, PVC, 12"	\$80.00	\$16,880.00	\$76.00	\$16,036.00	\$98.30	\$20,741.30	\$120.00	\$25,320.00
76	926	LFT	Pipe, RCP, 12"	\$65.00	\$60,190.00	\$55.00	\$50,930.00	\$77.30	\$71,579.80	\$95.00	\$87,970.00
77	12	LFT	Pipe, A2000, PVC, 15"	\$70.00	\$840.00	\$180.00	\$1,920.00	\$126.50	\$1,518.00	\$103.00	\$1,236.00
78	307	LFT	Pipe, RCP, 15"	\$70.00	\$21,490.00	\$70.00	\$21,490.00	\$90.30	\$27,722.10	\$97.00	\$29,779.00
79	305	LFT	Pipe, C900, PVC, 16"	\$95.00	\$28,975.00	\$92.00	\$28,060.00	\$126.40	\$38,552.00	\$130.00	\$39,650.00
80	375	LFT	Pipe, RCP, 18"	\$75.00	\$28,125.00	\$90.00	\$33,750.00	\$99.80	\$37,425.00	\$100.00	\$37,500.00
81	277	LFT	Pipe, A2000, PVC, 24"	\$80.00	\$22,160.00	\$130.00	\$36,010.00	\$128.10	\$35,483.70	\$110.00	\$30,470.00
82	277	LFT	Pipe, RCP, 24"	\$95.00	\$26,315.00	\$110.00	\$30,470.00	\$132.80	\$36,785.60	\$118.00	\$32,686.00
83	3	TON	HMA for Structure Installation, Type C	\$350.00	\$1,050.00	\$1,215.00	\$3,645.00	\$1,600.00	\$4,800.00	\$1,350.00	\$4,050.00
84	54	SYD	Geotextile for Riprap, Type 1A	\$6.00	\$324.00	\$10.00	\$540.00	\$6.00	\$324.00	\$28.00	\$1,504.00
85	13	EA	Pipe End Section, Diameter 12"	\$750.00	\$9,750.00	\$1,000.00	\$13,000.00	\$470.00	\$6,110.00	\$500.00	\$6,500.00
86	2	EA	Pipe End Section, Diameter 15"	\$950.00	\$1,900.00	\$1,200.00	\$2,400.00	\$500.00	\$1,000.00	\$550.00	\$1,100.00
87	4	EA	Pipe End Section, Diameter 18"	\$975.00	\$3,900.00	\$1,400.00	\$5,600.00	\$540.00	\$2,160.00	\$775.00	\$3,100.00
88	4	EA	Pipe End Section, Diameter 24"	\$1,450.00	\$5,800.00	\$1,800.00	\$6,400.00	\$630.00	\$2,520.00	\$1,550.00	\$6,200.00
89	3	EA	Casting, Inlet, Adjust to Grade	\$1,950.00	\$5,850.00	\$600.00	\$1,800.00	\$950.00	\$2,850.00	\$770.11	\$2,310.33
90	3	EA	Casting, Manhole, Adjust to Grade	\$1,950.00	\$5,850.00	\$600.00	\$1,800.00	\$900.00	\$2,700.		

**RELIANCE ROAD & PEDDLER'S VILLAGE ROAD IMPROVEMENTS FOR CONSOLIDATED COURTHOUSE - JN: 2021-0014**  
**MATERIAL BID TAB**  
**BID DUE DATE - October 16, 2023**

Item No.	Est. Quantity	Unit	Description	BASE BID		Niblock Excavating *		C&E Excavating		Milestone Construction		Rietth-Riley	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
95	24	EA	30" Round Inlet with Curb Casting	\$2,250.00	\$54,000.00	\$4,000.00	\$96,000.00	\$4,250.00	\$102,000.00	\$6,150.00	\$147,600.00		
96	2	EA	30" Round Inlet with 24" Beehive Casting	\$2,000.00	\$4,000.00	\$4,000.00	\$8,000.00	\$7,000.00	\$14,000.00	\$5,850.00	\$11,700.00		
97	1	EA	30" Round Inlet with 24" Solid Storm Casting	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$5,240.00	\$5,240.00	\$6,050.00	\$6,050.00		
98	4	EA	33" Round Inlet with Curb Casting	\$2,500.00	\$10,000.00	\$3,500.00	\$14,000.00	\$4,400.00	\$17,600.00	\$6,350.00	\$25,400.00		
99	1	EA	36" Round Inlet with 24" Beehive Casting	\$2,750.00	\$2,750.00	\$4,000.00	\$4,000.00	\$6,180.00	\$6,180.00	\$5,180.00	\$5,180.00		
100	5	EA	24" Catch Basin with Catch Basin Casting	\$2,250.00	\$11,250.00	\$4,500.00	\$22,500.00	\$4,780.00	\$23,900.00	\$5,600.00	\$28,000.00		
101	1	EA	30" Catch Basin with 24" Beehive Casting	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$5,610.00	\$5,610.00	\$6,350.00	\$6,350.00		
102	1	EA	48" Catch Basin with 24" Sol. Storm Casting	\$3,500.00	\$3,500.00	\$9,500.00	\$9,500.00	\$6,640.00	\$6,640.00	\$8,600.00	\$8,600.00		
103	4	EA	48" Catch Basin with Curb Casting	\$4,500.00	\$18,000.00	\$5,500.00	\$22,000.00	\$8,130.00	\$32,520.00	\$8,850.00	\$35,400.00		
104	6	EA	48" Manhole with 24" Solid Storm Casting	\$3,500.00	\$21,000.00	\$4,900.00	\$29,400.00	\$6,600.00	\$39,600.00	\$9,150.00	\$54,900.00		
105	2	EA	Core Structure	\$750.00	\$1,500.00	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00	\$2,500.00	\$5,000.00		
106	40	LFT	Water Main, DI, CL 50, 6"	\$95.00	\$3,800.00	\$130.00	\$5,200.00	\$340.00	\$13,600.00	\$125.00	\$5,000.00		
107	40	LFT	Water Main, DI, CL 50, 8"	\$105.00	\$4,200.00	\$120.00	\$4,800.00	\$380.00	\$15,200.00	\$250.00	\$10,000.00		
108	1	EA	Pipe Plug	\$275.00	\$275.00	\$700.00	\$700.00	\$1,020.00	\$1,020.00	\$850.00	\$850.00		
109	3	EA	Fire Hyd. Assembly, Remove & Relocate	\$4,500.00	\$13,500.00	\$15,000.00	\$45,000.00	\$20,560.00	\$61,680.00	\$4,000.00	\$12,000.00		
110	2	EA	Fire Hyd. Assembly, Adjust to Grade	\$1,500.00	\$3,000.00	\$5,000.00	\$10,000.00	\$3,910.00	\$7,820.00	\$3,500.00	\$7,000.00		
111	9	EA	Casting, Gate Valve Box, Adjust to Grade	\$650.00	\$5,850.00	\$600.00	\$5,400.00	\$1,890.00	\$17,010.00	\$982.64	\$8,843.76		
112	12	EA	Road Closure Sign Assembly	\$350.00	\$4,200.00	\$335.00	\$4,020.00	\$321.00	\$3,852.00	\$321.00	\$3,852.00		
113	2,380	LFT	Temp. Pavement Marking, Removable 4"	\$1.50	\$3,570.00	\$1.40	\$3,332.00	\$1.34	\$3,189.20	\$1.34	\$3,189.20		
114	38	LFT	Temp. Transv. Pavement Mkg., Rem. 24"	\$11.25	\$427.50	\$11.00	\$418.00	\$10.28	\$390.64	\$10.28	\$390.64		
115	112	EA	Detour Route Marker Assembly	\$155.00	\$17,360.00	\$159.00	\$17,808.00	\$153.00	\$17,136.00	\$153.00	\$17,136.00		
116	34	EA	Construction Sign, A	\$285.00	\$9,690.00	\$275.00	\$9,350.00	\$261.00	\$8,674.00	\$261.00	\$8,674.00		
117	12	EA	Construction Sign, B	\$115.00	\$1,380.00	\$108.00	\$1,296.00	\$104.00	\$1,248.00	\$104.00	\$1,248.00		
118	60	DAY	Flashing Arrow Sign	\$16.00	\$960.00	\$18.00	\$1,080.00	\$15.00	\$900.00	\$15.00	\$900.00		
119	1	LSUM	Maintenance of Traffic	\$65,000.00	\$65,000.00	\$144,634.30	\$144,634.30	\$46,000.00	\$46,000.00	\$200,365.01	\$200,365.01		
120	144	LFT	Barricade Type III, B	\$20.00	\$2,880.00	\$19.00	\$2,736.00	\$18.05	\$2,599.20	\$18.05	\$2,599.20		
121	10	EA	Sign, Sheet, Remove	\$90.00	\$900.00	\$88.00	\$880.00	\$85.00	\$850.00	\$85.00	\$850.00		
122	352	LFT	Sign Post, Sq., Type 1, Rein. Anchor Base	\$32.50	\$11,440.00	\$31.00	\$10,912.00	\$30.00	\$10,560.00	\$30.00	\$10,560.00		
123	103	LFT	Sign Post, Sq., Type 2, Rein. Anchor Base	\$30.00	\$3,090.00	\$29.00	\$2,987.00	\$28.00	\$2,884.00	\$28.00	\$2,884.00		
124	11	EA	Sign, Sheet, Relocate	\$300.00	\$3,300.00	\$285.00	\$3,135.00	\$275.00	\$3,025.00	\$275.00	\$3,025.00		
125	143	SFT	Sheet Sign with Legend 0.080 in.	\$28.50	\$4,218.50	\$28.00	\$4,004.00	\$27.00	\$3,861.00	\$27.00	\$3,861.00		
126	7	SFT	Sheet Sign with Legend, Dbl Faced, 0.1 in.	\$43.50	\$304.50	\$42.00	\$294.00	\$40.00	\$280.00	\$40.00	\$280.00		
127	65	SFT	Sheet Sign with Legend, 0.1 in.	\$32.00	\$2,080.00	\$30.00	\$1,950.00	\$29.00	\$1,885.00	\$29.00	\$1,885.00		
128	21	SFT	Sheet Sign with Legend, 0.125 in.	\$37.00	\$777.00	\$35.00	\$735.00	\$34.00	\$714.00	\$34.00	\$714.00		
129	4	EA	Signal Pole Foundation 36 in. x 144 in.	\$7,000.00	\$28,000.00	\$6,845.00	\$27,580.00	\$6,400.00	\$25,600.00	\$6,400.00	\$25,600.00		
130	3	EA	Traffic Signal Head, Realign	\$450.00	\$1,350.00	\$425.00	\$1,275.00	\$410.00	\$1,230.00	\$410.00	\$1,230.00		
131	8	EA	Signal Handhole	\$1,850.00	\$14,800.00	\$1,745.00	\$13,960.00	\$1,680.00	\$13,440.00	\$1,680.00	\$13,440.00		
132	2	EA	Pedestrian Signal Head with Push Button	\$1,525.00	\$3,050.00	\$1,450.00	\$2,900.00	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00		
133	586	LFT	Conduit, PVC, 2 in., Schedule 80	\$21.50	\$12,599.00	\$21.00	\$12,306.00	\$20.00	\$11,720.00	\$20.00	\$11,720.00		
134	1	EA	Controller & Cabinet, TS2 Type 1, 8-Phase	\$18,600.00	\$18,600.00	\$17,650.00	\$17,650.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00		
135	738	LFT	Conduit, PVC, 2 in., Schedule 40	\$16.25	\$11,254.50	\$14.50	\$10,701.00	\$14.00	\$10,332.00	\$14.00	\$10,332.00		
136	4	EA	Loop Detector Delay Amplifier, Counting	\$465.00	\$1,860.00	\$440.00	\$1,760.00	\$425.00	\$1,700.00	\$425.00	\$1,700.00		
137	7	EA	Traf. Sig Hd, 3 Sect., 12" Red, Amber & Gr.	\$1,400.00	\$9,800.00	\$1,350.00	\$9,450.00	\$1,300.00	\$9,100.00	\$1,300.00	\$9,100.00		
138	1	EA	Traf. Sig Hd, 4 Sect. w/ Flashing Arrow	\$1,550.00	\$1,550.00	\$1,475.00	\$1,475.00	\$1,425.00	\$1,425.00	\$1,425.00	\$1,425.00		
139	4	EA	Span Catenary and Tether	\$4,500.00	\$18,000.00	\$4,255.00	\$17,020.00	\$4,100.00	\$16,400.00	\$4,100.00	\$16,400.00		
140	3	EA	Disconnect Hanger	\$555.00	\$1,665.00	\$525.00	\$1,575.00	\$510.00	\$1,530.00	\$510.00	\$1,530.00		
141	35	LFT	Signal Cable, Service, Copper, 3c/8 GA	\$4.35	\$152.25	\$4.20	\$147.00	\$4.00	\$140.00	\$4.00	\$140.00		
142	1,826	LFT	Signal Cable, Rdwy Loop, Copper, 1c/14 GA	\$0.60	\$1,095.60	\$1.00	\$1,826.00	\$0.55	\$1,004.30	\$0.55	\$1,004.30		
143	605	LFT	Signal Cable, Control, Copper, 3c/14 GA	\$3.25	\$1,961.25	\$3.00	\$1,815.00	\$3.00	\$1,815.00	\$3.00	\$1,815.00		
144	927	LFT	Signal Cable, Control, Copper, 5c/14 GA	\$4.35	\$4,032.45	\$4.00	\$3,708.00	\$4.00	\$3,708.00	\$4.00	\$3,708.00		
145	224	LFT	Signal Cable, Control, Copper, 7c/14 GA	\$4.85	\$1,086.40	\$4.50	\$1,008.00	\$4.50	\$1,008.00	\$4.50	\$1,008.00		
146	198	LFT	Signal Cable, Control, Copper, 9c/14 GA	\$5.45	\$1,079.10	\$5.00	\$990.00	\$5.00	\$990.00	\$5.00	\$990.00		
147	1,266	LFT	Signal Cable, Detect Lead-in, Cu, 2c-16 GA	\$2.60	\$3,291.60	\$2.50	\$3,165.00	\$2.40	\$3,038.40	\$2.40	\$3,038.40		
148	6	EA	Detector Housing, / Wireless Sensor	\$850.00	\$5,100.00	\$83.00	\$498.00	\$80.00	\$480.00	\$80.00	\$480.00		
149	638	LFT	Saw Cut for Roadway Loop Det & Sealant	\$1.95	\$1,254.30	\$1.50	\$957.00	\$1.00	\$638.00	\$1.00	\$638.00		
150	4	EA	Signal Strain Pole, Steel, Install, 30"	\$11,200.00	\$44,800.00	\$10,590.00	\$42,360.00	\$10,200.00	\$40,800.00	\$10,200.00	\$40,800.00		
151	2	EA	Pavement Message Marking, Remove	\$75.00	\$150.00	\$71.00	\$142.00	\$68.52	\$137.04	\$68.52	\$137.04		
152	150	LFT	Line, Remove	\$1.25	\$187.50	\$1.20	\$180.00	\$1.16	\$174.00	\$1.16	\$174.00		
153	2,821	LFT	Line, Multi-Comp, Solid, White, 4 in.	\$0.60	\$1,692.60	\$0.60	\$1,692.60	\$0.59	\$1,664.39	\$0.59	\$1,664.39		
154	7,931	LFT	Line, Multi-Comp, Solid, Yellow, 4 in.	\$0.60	\$4,758.60	\$0.60	\$4,758.60	\$0.59	\$4,679.29	\$0.59	\$4,679.29		
155	833	LFT	Line, Multi-Comp, Broken, Yellow, 4 in.	\$1.15	\$957.95	\$1.10	\$916.30	\$1.09	\$907.97	\$1.09	\$907.97		
156	142	LFT	Transverse Mkg., Crosshatch, Yellow, 12 in.	\$11.25	\$1,597.50	\$10.50	\$1,491.00	\$10.45	\$1,483.90	\$10.45	\$1,483.90		
157	90	LFT	Line, Multi-Comp, Solid, White, 6 in.	\$1.05	\$94.50	\$1.00	\$90.00	\$0.98	\$88.20	\$0.98	\$88.20		
158	166	LFT	Transverse Mkg., Stop Line, White, 24 in.	\$14.50	\$2,407.00	\$13.50	\$2,241.00	\$13.17	\$2,186.22	\$13.17	\$2,186.22		
159	1,509	LFT	Line, Multi-Comp., Solid, Yellow, 6 in.	\$1.05	\$1,584.45	\$1.00	\$1,509.00	\$0.98	\$1,478.82	\$0.98	\$1,478.82		
160	20	LFT	Line, Multi-Comp., Broken, White, 6 in.	\$1.40	\$28.00	\$1.30	\$26.00	\$1.29	\$25.80	\$1.29	\$25.80		
161	28	EA	Pavement Msg Mkg, Multi-Comp Lane Arrow	\$285.00	\$7,980.00	\$271.00	\$7,588.00	\$261.00	\$7,308.00	\$261.00	\$7,308.00		
162	118	LFT	Transverse Mkg., Crosswalk Line, White, 24	\$14.50	\$1,711.00	\$13.50	\$1,593.00	\$13.17	\$1,554.06	\$13.17	\$1,554.06		
163	169	LFT	Line, Multi-Comp, Dotted, White, 4 in.	\$2.65	\$447.85	\$2.50	\$422.50	\$2.45	\$411.05	\$2.45	\$411.05		
164	79	LFT	Transverse Mkg., Yield Line, White, 24 in.	\$32.00	\$2,528.00	\$30.00	\$2,370.00	\$29.08	\$2,297.32	\$29.08	\$2,297.32		
165	10,902	LFT	Grooving for Pavement Markings	\$0.60	\$6,541.20	\$0.60	\$6,541.20	\$0.55	\$5,996.10	\$0.55	\$5,996.10		
166	40	LFT	Line, Multi-Comp, Broken, Yellow, 6 in.	\$1.40	\$56.00	\$1.30	\$52.00	\$1.29	\$51.60	\$1.29	\$51.60		
167	40	EA	Snowplowable Raised Pavement Marker	\$60.00	\$2,400.00	\$57.00	\$2,280.00	\$55.59	\$2,223.60	\$55.59	\$2,223.60		
168	1	EA	Meter Service Point	\$1,300.00	\$1,300.00	\$1,245.00	\$1,245.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00		
169	2	EA	Construction Notice Board	\$1,250.00	\$2,500.00	\$1,480.00	\$2,960.00	\$2,800.00	\$5,600.00	\$5,500.00	\$11,000.00		
170	1	EA	Concrete Saddle for Vert. Utility Separation	\$2,950.00	\$2,950.00	\$3,240.00	\$3,240.00	\$2,100.00	\$2,100.00	\$3,750.00	\$3,750.00		
171	900	LFT	Fiber Optic Conduit, HDPE, 1.5 in.	\$7.65	\$6,885.00	\$7.25	\$6,525.00	\$7.00	\$6,300.00	\$7.00	\$6,300.00		
172	3	EA	Junction Box	\$1,165.00	\$3,495.00	\$1,090.00	\$3,270.00	\$1,050.00	\$3,150.00	\$1,050.00	\$3,150.00		
<b>BID AMOUNT TOTAL:</b>					<b>\$4,159,417.30</b>		<b>\$4,867,150.00</b>		<b>\$5,627,000.00</b>		<b>\$6,678,833.74</b>		

\* Niblock Excavating's bid is under \$80 on Item No. 22, and over \$18.60 on Item No. 172, making their actual bid \$61.40 more than their written bid.

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.

*Dustin K. Sailor* 10/17/2023  
 Dustin K. Sailor, P.E.  
 Director of Public Works & Utilities  
 City of Goshen, Indiana  
 RESPONSIBLE FOR BID REVIEW



**CITY OF GOSHEN, INDIANA**  
**CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT**

**PROJECT TITLE: ELKHART COUNTY COURTS CONSOLIDATION**  
**PUBLIC INFRASTRUCTURE IMPROVEMENTS**

**PROJECT NUMBER: 2021-0014**

THIS CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT (“Contract”) is entered into on \_\_\_\_\_, 2023, which is the date of the last signature set forth on the signature page, by and between **Niblock Excavating, Inc.** (“Contractor”), whose mailing address is PO Box 211, Bristol, IN 46507, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

In consideration of the terms, conditions and mutual covenants contained in this Contract, the parties agree as follows:

**1. Component Parts of this Contract.**

- (A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
  - (1) City of Goshen, Indiana Specifications and Contract Documents for the public works project title and project number set forth in the heading above.
  - (2) Contractor’s Proposal as submitted to City, including all submittals and attachments prepared by Contractor.
  - (3) Notice to Proceed issued by City to Contractor.
  - (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
  - (5) Contractor’s performance bond, payment bond, and maintenance bond, if any.
  - (6) Contractor’s certificate of insurance.
- (B) The above documents are specifically incorporated into this Contract by reference.
- (C) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
  - (1) This Contract, and any Amendments and/or change orders;
  - (2) The Specifications and Contract Documents; and
  - (3) Contractor’s Proposal.

**2. Duties of Contractor.**

- (A) Contractor shall provide all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with this Contract, including any incidentals whether or not specifically called for in these documents.
- (B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor’s employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor’s employees.

- (C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for, the Project are in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of this Contract.

3. **Effective Date; Term.**

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor shall begin work on the Project immediately upon receiving a written notice to proceed from City.
- (C) Contractor shall carry out all work on the Project expeditiously with adequate work forces and complete the work as follows:
  - (1) Landscape restoration shall be completed no later than **September 30, 2024**.
  - (2) The entire Project shall be substantially complete by **October 31, 2024**. “Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.
- (D) If Contractor does not substantially complete the Project within the time period set forth in paragraph (C), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed within the time period set forth in paragraph (C), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Five Hundred Dollars (\$500.00) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

4. **Compensation.**

- (A) City shall pay Contractor for the performance of the work under this Contract based on the established unit prices for the work items as set forth in Contractor’s itemized proposal, a copy of which is attached to this Contract. Total compensation, prior to any amendment(s) or change order(s), and subject to adjustments in the bid items below, is the following:

Base Bid:	\$ 4,159,417.30
Alternate Number(s): <u>          N/A          </u>	\$ 0.00
Adjustments in the following Bid Items:	
Bid Item 81 - REMOVE Pipe A2000, PVC, 24” 277 LFT at \$80.00/LFT	(\$ 22,160.00)
Bid Item 82 - REMOVE Pipe, RCP, 24” 277 LFT at \$95.00/LFT	(\$ 26,315.00)
Bid Item 82 - ADD Pipe RCP, 24” 596 LFT at \$95.00/LFT	\$ 56,620.00
Bid Item 169 - REMOVE Construction Notice Board 2 EA at \$1,250.00 EA	(\$ 2,500.00)
Bid Item 169 - ADD Construction Notice Board/City Provided 2 EA at \$350.00 EA	<u>\$ 700.00</u>
<b>Total Contract Price/Compensation:</b>	<b><u>\$ 4,165,762.30</u></b>

- (B) Payment to Contractor will be based on the unit prices for the work items and the actual number of units used. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order. (The adjustments referred to in this paragraph (B) do not apply to the adjustments made in the bid items listed in paragraph (A) above.)

5. **Payment and Retainage.**

- (A) Upon receipt of a detailed invoice, City shall pay Contractor as work progresses on the Project based on the dollar value of work satisfactorily completed in accordance with the Specifications and Contract Documents. Partial payment(s) under this Contract will be made no more frequently than once every thirty (30) days.
- (B) In accordance with Indiana Code § 36-1-12-13 and 14, City shall withhold payment of money from in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, and amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- (C) Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- (D) If the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, upon Contractor's completion of the Project in accordance with the Specifications and Contract Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this Contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- (E) Contractor shall submit to City the detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing:

City of Goshen  
c/o Goshen Engineering Department  
204 East Jefferson Street  
Goshen, IN 46528

Email is also acceptable at [Engineering@goshencity.com](mailto:Engineering@goshencity.com)

- (F) Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed invoice, except for final payment under paragraph (D). If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (G) Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.
- (H) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

6. **Payment Bond.**

- (A) Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the Contract.
- (B) The payment bond is binding on Contractor, and a contractor in any contractor tier, and their successors and assigns for the payment of all indebtedness to a person for labor and services



performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the public work contract; or a defect in the proceedings preliminary to the letting and award of the public work contract does not discharge the surety.

- (C) The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

7. **Performance Bond.**

- (A) Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.
- (B) The performance bond shall guarantee the faithful and proper performance of the work in accordance with the Specifications and Contract Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.
- (C) The surety on the performance bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

8. **Construction Schedule.**

- (A) After being awarded the Contract, Contractor shall update the proposed construction schedule that was submitted with the Contractor's Proposal for approval by City's authorized representative. Contractor agrees to adhere to the construction schedule so that the Project is completed on or before the substantial completion date.
- (B) The construction schedule may only be modified with prior written consent of City's authorized representative.
- (C) If Contractor fails to adhere to the approved or modified construction schedule, Contractor shall adopt other or additional means and methods of construction and commit additional labor, equipment and other resources as necessary to make up for the time lost and to assure completion of the Project on or before the substantial completion date.

9. **Project Safety.**

- (A) Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.
- (B) Pursuant to Indiana Code § 36-1-12-20, if the performance of work for this Project requires the creation of a trench of at least five (5) feet in depth, Contractor and/or any a contractor in any contractor tier shall perform such work in accordance with IOSHA regulations 29 CFR 1926, Subpart F, for trench safety systems. 29 CFR 1926, Subpart F, are incorporated into these Specifications and Contract Documents by reference.

10. **Materials and Workmanship; Inspection.**

- (A) All products, materials, components, equipment, supplies or workmanship entering into the performance of this Contract shall be as specified in the project specifications of these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) In accordance with Indiana Code § 5-16-8-2 et seq., if any steel or foundry products are to be used or supplied in the performance of this Contract, Contractor shall use only steel or foundry products

made in the United States unless the City has determined, in writing, that the cost of the steel or foundry products manufactured in the United States is considered unreasonable.

- (C) Upon request of City, Contractor shall furnish to City for approval full information concerning products, materials, components, equipment, or supplies that Contractor contemplates using in the Project.
- (D) City's representative shall be afforded complete and unhindered access to the work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (E) City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City. Such correction shall also include the removal from the work site.
- (F) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

11. **Warranty.**

- (A) Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this Contract to be new unless otherwise specified, and all work to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents. This warranty period shall be as specified in the project specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.
- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

12. **Maintenance Bond.**

- (A) Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- (B) The maintenance bond shall guarantee that all workmanship and materials used in the Project are in accordance with the Specifications and Contract Documents. Contractor shall be responsible for removing and correcting all defects due to faulty workmanship and/or materials and shall pay for any damages to other work resulting therefrom which shall be discovered within the guarantee period.
- (C) The maintenance bond shall not be released until three (3) years after the acceptance of the work by City.

13. **Independent Contractor.**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property

arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

14. **Non-Discrimination.**

- (A) In accordance with Indiana Code § 22-9-1-10, a contractor in any contractor tier shall not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.
- (B) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
  - (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
  - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
  - (3) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
  - (4) That this Contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.
- (C) This section shall also apply to a contractor in any contractor tier.

15. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

- (D) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.
- (E) In accordance with Indiana Code § 5-16-13-11(1), before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- (F) This section shall also apply to a contractor in any contractor tier.

16. **Drug Testing Program.**

- (A) Contractor must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18-1 through Indiana Code § 4-13-18-7 as described in Contractor's written plan submitted with their proposal.
- (B) City may cancel or terminate this Contract in the event Contractor fails to implement the employee drug testing program during the term of the Contract for this Project; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the employee drug testing program.
- (C) This section also applies to a contractor in any contractor tier.

17. **Contractor Compliance with Other Laws.**

- (A) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
  - (1) A contractor shall not pay cash to any individual employed by Contractor for work done by the individual on the Project.
  - (2) A contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
  - (3) A contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
  - (4) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
  - (5) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- (B) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.
- (C) This section shall also apply to a contractor in any contractor tier.

18. **Indemnification.** Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.

19. **Insurance.**

- (A) Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof

issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

20. **Force Majeure.**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance under this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the Contract and the other party shall have no recourse.

21. **Default.**

- (A) If Contractor fails to perform the work or comply with the provisions of this Contract, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than thirty (30) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
  - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
  - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specifications and Contractor Documents.
- (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

22. **Termination.**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

23. **Subcontracting or Assignment of Contract.** Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

24. **Change Orders.**

- (A) If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the Contract price and/or substantial completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
- (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
- (C) Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

25. **Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.

26. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

27. **Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.
- (B) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.
- (C) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so maybe deemed a material breach of Contract.

28. **Miscellaneous.**

- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
- (B) In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (C) These documents shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

29. **Severability.** In the event that any provision of the Contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.

30. **Notice.** Any notice required or desired to be given under this Contract shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528  
Email: [Legal@goshencity.com](mailto:Legal@goshencity.com)

Contractor: Niblock Excavating, Inc.  
PO Box 211  
Bristol, IN 46507  
Email: [cniblock@niblockexc.om](mailto:cniblock@niblockexc.om)

and

Niblock Excavating, Inc.  
Attention: Chad Niblock, Registered Agent  
906 Maple Street  
Bristol, IN 46507

31. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

32. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Contract on the dates as set forth below.

**City of Goshen, Indiana**  
Goshen Board of Public Works and Safety

**Niblock Excavating, Inc.**

\_\_\_\_\_  
Gina M. Leichty, Mayor

  
\_\_\_\_\_  
Chad Niblock, President

\_\_\_\_\_  
Mary Nichols, Member

Date: 10/24/2023

\_\_\_\_\_  
Orv Myers, Member

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Barb Swartley, Member

Date: \_\_\_\_\_



**CONTRACTOR'S PROPOSAL**

**FOR**

**CITY OF GOSHEN, INDIANA**

**PROJECT TITLE: ELKHART COUNTY COURTS CONSOLIDATION  
PUBLIC INFRASTRUCTURE IMPROVEMENTS**

**PROJECT NUMBER: 2021-0014**

A Contractor responding to and submitting a bid to the City of Goshen for the above referenced public works project shall complete this proposal form in its entirety. A proposal must be filed with the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 by the date and time as indicated in the Notice to Bidders. All proposals received will be publicly opened and read aloud by the Goshen Board of Public Works and Safety.

**PART 1 – CONTRACTOR INFORMATION**

Contractor Name: Niblock Excavating

Street Address: 906 Maple Street

City: Bristol State: IN Zip Code: 46507

Mailing Address (if different): PO Box 211

City: Bristol State: IN Zip Code: 46507

Contact Person: Chad Niblock Title: President

Telephone Number: (574) 848-4437

Fax Number: (574) 848-4575

Email Address: cniblock@niblockexc.com

**PART 2 – PROPOSED CONTRACT PRICE**

Contractor proposes to furnish all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with the Specifications and Contract Documents, including any incidentals, based on established unit prices for the work items listed on the last page(s) of this Contractor's Proposal form. The quantities for each work item stated on the proposal form are estimates only. The sum of the work items are as follows:

Base Bid: \$ 4,159,355.90  
Corrected Base Bid amount after City review: \$4,159,417.30

Contractor acknowledges that the evaluation of proposals shall be based on such sum(s) and further acknowledges that the quantities stated are estimates only and solely for the purpose of comparing proposals and determining the lowest bidder. (City shall verify Contractor's calculations.) Contractor further understands that compensation for all work required to complete the Project will be based on the unit prices for the work items and the actual number of units used in the Project.

**PART 3 – ADDENDA**

The Contractor will ascertain prior to submitting a proposal that Contractor has received all Addenda issued, and acknowledge the receipt of all Addenda.

The Contractor acknowledges receipt of the following Addenda for the Project:

Addenda Number ONE Dated October 12, 2023

Addenda Number \_\_\_\_\_ Dated \_\_\_\_\_

Addenda Number \_\_\_\_\_ Dated \_\_\_\_\_

Addenda Number \_\_\_\_\_ Dated \_\_\_\_\_

       **NONE.** There were no Addenda issued for this Project.



**PART 5 – BUSINESS CERTIFICATION**

Contractor must complete this page to identify the form of business organization the Contractor is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

The Contractor is operating as a (check one):

SOLE PROPRIETORSHIP

GENERAL PARTNERSHIP

LIMITED PARTNERSHIP

LIMITED LIABILITY PARTNERSHIP

LIMITED LIABILITY COMPANY

CORPORATION

The Contractor, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

State of Indiana and is currently registered with the Indiana Secretary of State.

The Business ID number for the Contractor is 197105-015.

State of \_\_\_\_\_ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Contractor agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

**PART 6 – NEPOTISM DISCLOSURE**

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

Contractor **IS NOT** a relative of a City of Goshen elected official.

Contractor **IS** a relative of a City of Goshen elected official. This includes an individual who is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official. Please specify the relative(s) below:

Name of elected official: \_\_\_\_\_

Relationship to Contractor: \_\_\_\_\_

**PART 7 – INVESTMENT ACTIVITIES IN IRAN**

In accordance with Indiana Code § 5-22-16.5, et seq, by submitting this proposal and signing Part 9, Contractor certifies the following:

Contractor **IS NOT** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

Contractor **IS** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

[Continued next page.]

**PART 8 – OTHER REQUIRED SUBMITTALS**

Contractor confirms that the following are attached to this Proposal:

- Indiana State Board of Accounts Form No. 96, including financial statement, a statement of experience, a proposed plan for performing the work, and the equipment the Contractor has available for the performance of the public work.
  
- Name(s) of tier 2 contractor, tier 3 contractor or lower tier contractor to be used in the Project, and a description of part of the work to be performed, materials to be supplied, or service to be supplied.
  
- N/A Proof a contractor in any contractor tier possesses any appropriate professional or trade licenses required by law for any trade or specialty area in which the Contractor is seeking a contract award, including plumbing license.
  
- N/A If the estimated cost of the Project is \$300,000 or more, but excluding a Project for the construction, improvement, alteration, repair or maintenance of a highway, street, road or alley, proof that a contractor in any contractor tier is qualified with the Indiana Public Works Certification Board. A supplier (any person supplying materials, but no onsite labor to a contractor or subcontractor) is not required to be qualified under Indiana Code § 4-13.6-4-2.5.)  
OR
- If the estimated cost of the Project is \$300,000 or more, and the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, proof that a contractor in any contractor tier is qualified with the Indiana Department of Transportation.
  
- Written plan for an employee drug testing program to test a contractor's employees for drugs and that complies with the requirements of Indiana Code § 4-13-18 et seq, or the relevant parts of a collective bargaining agreement establishing such program. This requirement also applies to a contractor in any contractor tier.
  
- Proposed construction schedule.
  
- Bid security.

**PART 9 -- SIGNATURE**

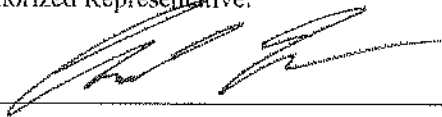
The undersigned certifies that Contractor has read and understands the instructions, terms, conditions and specifications of this solicitation. Contractor agrees to fulfill the requirements of any awarded contract at the prices proposed based on the terms and conditions of all Specifications and Contract Documents, including all Addenda.

By submitting this proposal, the Contractor agrees that the City may hold the Contractor's Proposal for a period not-to-exceed sixty (60) days from the date of the proposal opening for the purpose of reviewing the proposals received prior to awarding the bid and contract.

The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Contractor. Signature by the Contractor's authorized representative constitutes execution of each any every Part of this Proposal.

**SIGNATURE MUST BE NOTARIZED**

Contractor's Authorized Representative:

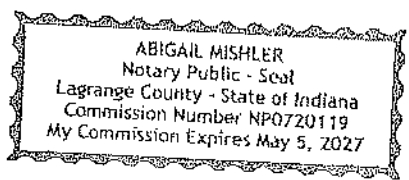
Signature:  Title: President


Printed: Chad Niblock Date: October 16, 2023

STATE OF Indiana )  
 ) SS:  
COUNTY OF Elkhart )

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Chad Niblock, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Contractor's Proposal are true and correct.

Witness my hand and Notarial Seal this 16th day of October, 2023.



  
Printed Name: Abigail Mishler  
County of Residence: LaGrange  
My Commission Expires: May 5, 2027  
Commission Number: NP0720119

**ELKHART COUNTY COURT'S ROAD IMPROVEMENTS  
GOSHEN, IN**

As described in these Specifications and Contract Documents, the Contractor shall furnish all supervision, labor, supplies, materials, equipment, and services as required for the work, including all incidentals whether or not specifically called for in these Specifications and Contract Documents.

Contractor: Niblock Excavating  
 Address: PO Box 211, Bristol IN 46507  
 Telephone Number: (574) 848-4437  
 Date Submitted: 10/16/2023  
 Acknowledgement of Addenda Number(s): ONE (1)

Corrected  
amounts  
after City  
review:

Item	Description	Quantity	Unit	Unit Price	Extension
1	Construction Engineering	1	LS	75,000.00	75,000.00
2	Mobilization and Demobilization	1	LS	200,000.00	200,000.00
3	Clearing of Right-of-Way	1	LS	78,500.00	78,500.00
4	Erosion Control	1	LS	35,000.00	35,000.00
5	Concrete Pavement, Remove	190	SYD	6.50	1,235.00
6	Curb, Concrete, Remove	112	LFT	6.50	728.00
7	Curb & Gutter, Concrete, Remove	1431	LFT	6.50	9,301.50
8	Abandonment of Sewers	50	LFT	35.00	1,750.00
9	Sidewalk, Concrete, Remove	307	SYD	7.50	2,302.50
10	Handhole, Remove	1	EA	435.00	435.00
11	Detector Housing, Remove	1	EA	305.00	305.00
12	Inlet, Remove	12	EA	550.00	6,600.00
13	Manhole, Remove	1	EA	1,100.00	1,100.00
14	Pipe, Remove	193	LFT	30.00	5,790.00
15	End Section, Remove	4	EA	250.00	1,000.00
16	Excavation, Common	22072	CYD	22.50	496,620.00
17	Excavation, Unclassified	1442	CYD	1.00	1,442.00
18	Borrow	3173	CYD	1.00	3,173.00
19	Subgrade Treatment, Type II	1678	SYD	13.75	23,072.50
20	Subgrade Treatment, Type III	1012	SYD	1.00	1,012.00
21	Subgrade Treatment, Type IBC	21614	SYD	20.00	432,280.00
22	Structure Backfill, Type 2	1126	CYD	80.00	90,000.00
23	Flowable Backfill, Non-Removable	18	CYD	550.00	9,900.00
24	Geogrid, Type 1B	3840	SYD	1.00	3,840.00
25	Dense Graded Subbase	221	CYD	82.50	18,232.50
26	Compacted Aggregate, No. 53	4902	TON	37.50	183,825.00
27	Compacted Aggregate, No. 73	11	TON	65.00	715.00
28	No. 5 Stone	2882	TON	1.00	2,882.00
29	Milling Asphalt, Scarification/Profile	2202	SYD	6.50	14,313.00
30	HMA Surface, Type C	2022	TON	97.00	196,134.00
31	HMA Intermediate, Type C	2226	TON	83.50	185,871.00
32	HMA Base, Type C	4907	TON	78.50	385,199.50
33	Joint Adhesive, Surface	9764	LFT	0.70	6,834.80
34	Joint Adhesive, Intermediate	7474	LFT	0.70	5,231.80
35	Liquid Asphalt Sealant	9289	LFT	0.15	1,393.35
36	Asphalt for Tack Coat	12	TON	1.00	12.00
37	PCCP For Roundabout Truck Apron, 10"	450	SYD	125.00	56,250.00
38	D-1 Contraction Joint	640	LFT	20.00	12,800.00
39	Sidewalk, Concrete, 4"	1012	SYD	62.50	63,250.00

90,080.00  
(+80.00)



40	Curb Ramp, Concrete	86	SYD	95.00	8,170.00
41	Detectable Warning Surface	16	SYD	485.00	7,760.00
42	Curb, Concrete, 6"	269	LFT	35.00	10,115.00
43	Curb and Gutter, Concrete	292	LFT	30.00	8,760.00
44	Curb and Gutter, Concrete, Modified	4566	LFT	35.00	159,810.00
45	Concrete Center Curb, Type D, Modified	730	SYD	165.00	120,450.00
46	Curb Turnout	6	EA	950.00	5,700.00
47	Curb and Gutter, Concrete, Roll Curb	346	LFT	35.00	12,110.00
48	HMA For Drive Approaches, Type B	296	TON	125.00	37,000.00
49	HMA For Approaches, Type C	74	TON	125.00	9,250.00
50	PCCP For Approaches, 6"	144	SYD	82.50	11,880.00
51	PCCP For Approaches, 9"	1284	SYD	105.00	134,820.00
52	Mailbox Assembly, Remove	5	EA	75.00	375.00
53	Mailbox Assembly, Single, Remove and Relocate	19	EA	450.00	8,550.00
54	Replacement Mailbox	1	EA	195.00	195.00
55	Mailbox Post	1	EA	215.00	215.00
56	Mailbox Bank	1	EA	450.00	450.00
57	Monument Section Corner Install	1	EA	1,300.00	1,300.00
58	Monument, B	28	EA	1,400.00	39,200.00
59	Monument, C	5	EA	925.00	4,625.00
60	Monument, D	13	EA	270.00	3,510.00
61	Riprap Revetment	81	TON	80.00	6,480.00
62	Mobilization and Demobilization for Seeding	4	EA	850.00	3,400.00
63	Fertilizer	43	LBS	2.15	92.45
64	Mulch Seeding, U	19188	SYD	1.75	33,579.00
65	Water	3	KGAL	27.00	81.00
66	Topsoil, 2 in.	29	CYD	65.00	1,885.00
67	Sodding, Nursery	515	SYD	8.50	4,377.50
68	Detention Basin Seed Mix	59	LBS	240.00	14,160.00
69	4' x 4' Scour Stop Transition Mat	18	EA	560.00	10,080.00
70	Field Office, B	18	MOS	3,850.00	69,300.00
71	Water Service, Adjust to Grade	6	EA	950.00	5,700.00
72	Water Service, Remove & Plug Service	3	EA	435.00	1,305.00
73	Pipe, A2000, PVC, 8"	9	LFT	50.00	450.00
74	Pipe, A2000, PVC, 12"	201	LFT	50.00	10,050.00
75	Pipe, C900, PVC, 12"	211	LFT	80.00	16,880.00
76	Pipe, RCP, 12"	926	LFT	65.00	60,190.00
77	Pipe, A2000, PVC, 15"	12	LFT	70.00	840.00
78	Pipe, RCP, 15"	307	LFT	70.00	21,490.00
79	Pipe, C900, PVC, 16"	305	LFT	95.00	28,975.00
80	Pipe, RCP, 18"	375	LFT	75.00	28,125.00
81	Pipe, A2000, PVC, 24"	277	LFT	80.00	22,160.00
82	Pipe, RCP, 24"	277	LFT	95.00	26,315.00
83	HMA For Structure Installation, Type C	3	TON	350.00	1,050.00
84	Geotextile for Riprap, Type 1A	54	SYD	6.00	324.00
85	Pipe End Section, Diameter 12"	13	EA	750.00	9,750.00
86	Pipe End Section, Diameter 15"	2	EA	850.00	1,700.00
87	Pipe End Section, Diameter 18"	4	EA	975.00	3,900.00
88	Pipe End Section, Diameter 24"	4	EA	1,450.00	5,800.00

89	Casting, Inlet, Adjust to Grade	3	EA	1,950.00	5,850.00
90	Casting, Manhole, Adjust to Grade	3	EA	1,950.00	5,850.00
91	Casting, Water Valve, Adjust to Grade	9	EA	850.00	7,650.00
92	Inlet Type E-7	2	EA	2,500.00	5,000.00
93	Inlet Type F-7	3	EA	2,500.00	7,500.00
94	Manhole Type C-8	1	EA	3,500.00	3,500.00
95	30" Round Inlet with Curb Casting	24	EA	2,250.00	54,000.00
96	30" Round Inlet with 24" Beehive Casting	2	EA	2,000.00	4,000.00
97	30" Round Inlet with 24" Solid Storm Casting	1	EA	2,000.00	2,000.00
98	33" Round Inlet with Curb Casting	4	EA	2,500.00	10,000.00
99	36" Round Inlet with 24" Beehive Casting	1	EA	2,750.00	2,750.00
100	24" Catch Basin with Catch Basin Casting	5	EA	2,250.00	11,250.00
101	30" Catch Basin with 24" Beehive Casting	1	EA	2,000.00	2,000.00
102	48" Catch Basin with 24" Solid Storm Casting	1	EA	3,500.00	3,500.00
103	48" Catch Basin with Curb Casting	4	EA	4,500.00	18,000.00
104	48" Manhole with 24" Solid Storm Casting	6	EA	3,500.00	21,000.00
105	Core Structure	2	EA	750.00	1,500.00
106	Water Main, DI, CL 50, 6"	40	LFT	95.00	3,800.00
107	Water Main, DI, CL 50, 8"	40	LFT	105.00	4,200.00
108	Pipe Plug	1	EA	275.00	275.00
109	Fire Hydrant Assembly, Remove and Relocate	3	EA	4,500.00	13,500.00
110	Fire Hydrant Assembly, Adjust to Grade	2	EA	1,500.00	3,000.00
111	Casting, Gate Valve Box, Adjust to Grade	9	EA	850.00	7,650.00
112	Road Closure Sign Assembly	12	EA	350.00	4,200.00
113	Temporary Pavement Marking, Removable, 4"	2380	LFT	1.50	3,570.00
114	Temporary Transverse Pavement Marking, Removable, 24"	38	LFT	11.25	427.50
115	Detour Route Marker Assembly	112	EA	165.00	18,480.00
116	Construction Sign, A	34	EA	285.00	9,690.00
117	Construction Sign, B	12	EA	115.00	1,380.00
118	Flashing Arrow Sign	60	Day	16.00	960.00
119	Maintenance of Traffic	1	LS	65,000.00	65,000.00
120	Barricade Type III, B	144	LFT	20.00	2,880.00
121	Sign, Sheet, Remove	10	EA	90.00	900.00
122	Sign Post, Square, Type 1, Reinforced Anchor Base	352	LFT	32.50	11,440.00
123	Sign Post, Square, Type 2, Reinforced Anchor Base	103	LFT	30.00	3,090.00
124	Sign, Sheet, Relocate	11	EA	300.00	3,300.00
125	Sheet Sign with Legend 0.080 in.	143	SFT	29.50	4,218.50
126	Sheet Sign with Legend, Double-Faced, 0.100 in.	7	SFT	43.50	304.50
127	Sheet Sign with Legend 0.100 in.	65	SFT	32.00	2,080.00
128	Sheet Sign with Legend 0.125 in.	21	SFT	37.00	777.00
129	Signal Pole Foundation 36 IN x 144 IN	4	EA	7,000.00	28,000.00
130	Traffic Signal Head, Realign	3	EA	450.00	1,350.00
131	Signal Handhole	8	EA	1,850.00	14,800.00
132	Pedestrian Signal Head with Push Button	2	EA	1,525.00	3,050.00
133	Conduit, PVC, 2 IN., Schedule 80	586	LFT	21.50	12,599.00
134	Controller and Cabinet, TS2 Type 1, 8-Phase, Menu Driven, on P1 Foundation	1	EA	18,500.00	18,500.00
136	Conduit, PVC, 2 IN., Schedule 40	738	LFT	15.25	11,254.50
136	Loop Detector Delay Amplifier, Counting, 2 Channel	4	EA	465.00	1,860.00

137	Traffic Signal Head, 3-Section, 12" Red, 12" Amber, 12" Green	7	EA	1,400.00	9,800.00
138	Traffic Signal Head, 4-Section, 12" Red Arrow, 12" Amber Arrow, 12" Flashing Amber Arrow, 12" Green Arrow	1	EA	1,550.00	1,550.00
139	Span Catenary and Tether	4	EA	4,500.00	18,000.00
140	Disconnect Hanger	3	EA	555.00	1,665.00
141	Signal Cable, Service, Copper, 3c/8 GA	35	LFT	4.35	152.25
142	Signal Cable, Roadway Loop, Copper, 1c/14 GA	1826	LFT	0.60	1,095.60
143	Signal Cable, Control, Copper, 3c/14 GA	505	LFT	3.25	1,641.25
144	Signal Cable, Control, Copper, 5c/14 GA	927	LFT	4.35	4,032.45
145	Signal Cable, Control, Copper, 7c/14 GA	224	LFT	4.85	1,086.40
146	Signal Cable, Control, Copper, 9c/14 GA	198	LFT	5.45	1,079.10
147	Signal Cable, Detector Lead-In, Copper, 2c/16 GA	1286	LFT	2.60	3,291.60
148	Detector Housing/Wireless Sensor	6	EA	850.00	5,100.00
149	Saw Cut for Roadway Loop Detector and Sealant	638	LFT	10.95	5,891.10
150	Signal Strain Pole, Steel, Install, 30'	4	EA	11,200.00	44,800.00
151	Pavement Message Marking, Remove	2	EA	75.00	150.00
152	Line, Remove	150	LFT	1.25	187.50
153	Line, Multi-Component, Solid, White, 4 IN.	2821	LFT	0.60	1,692.60
154	Line, Multi-Component, Solid, Yellow, 4 IN.	7931	LFT	0.60	4,758.60
155	Line, Multi-Component, Broken, Yellow, 4 IN.	833	LFT	1.15	957.95
156	Transverse Marking, Multi-Component, Crosshatch Line, Yellow, 12 IN.	142	LFT	11.25	1,597.50
157	Line, Multi-Component, Solid, White, 6 IN.	90	LFT	1.05	94.50
158	Transverse Marking, Multi-Component, Stop Line, White, 24 IN.	166	LFT	14.50	2,407.00
159	Line, Multi-Component, Solid, Yellow, 6 IN.	1509	LFT	1.05	1,584.45
160	Line, Multi-Component, Broken, White, 6 IN.	20	LFT	1.40	28.00
161	Pavement Message Markings, Multi-Component Lane Indication Arrow	28	EA	285.00	7,980.00
162	Transverse Marking, Multi-Component, Crosswalk Line, White, 24 IN.	118	LFT	14.50	1,711.00
163	Line, Multi-Component, Dotted, White, 4 IN.	169	LFT	2.65	447.85
164	Transverse Marking, Multi-Component, Yield Line, White, 24 IN.	79	LFT	32.00	2,528.00
165	Grooving for Pavement Markings	10902	LFT	0.60	6,559.80
166	Line, Multi-Component, Broken, Yellow, 6 IN.	40	LFT	1.40	56.00
167	Snowplowable Raised Pavement Marker	40	EA	60.00	2,400.00
168	Meter Service Point	1	EA	1,300.00	1,300.00
169	Construction Notice Board	2	EA	1,250.00	2,500.00
170	Concrete Saddle For Vertical Utility Separation	1	EA	2,950.00	2,950.00
171	Fiber Optic Conduit, HDPE, 1.5 IN	900	LFT	7.65	6,885.00
172	Junction Box	3	EA	1,165.00	3,495.00
<b>TOTAL BID</b>					<b>\$4,159,355.90</b>

6,541.20  
(-18.60)

4,159,417.30  
(+61.40)



**CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96**

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

**PART I**

*(To be completed for all bids. Please type or print)*

Date (month, day, year): October 16, 2023

- 1. Governmental Unit (Owner): City of Goshen
- 2. County : Elkhart
- 3. Bidder (Firm): Niblock Excavating Inc.  
Address: 906 Maple Street  
City/State/ZIPcode: Bristol, IN 46507
- 4. Telephone Number: (574) 848-4437
- 5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Elkhart County Courts Consolidation Public Infrastructure Improvements - Project No. 2021-0014 (Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_ Nitin V. Timble, P.E. and dated September 29, 2023 for the sum of see itemized bid \$ see itemized bid

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

**CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS**  
*(If applicable)*

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PART II

(For projects of \$150,000 or more -- IC 36-1-12-4)

Governmental Unit: City of Goshen

Bidder (Firm) Niblock Excavating

Date (month, day, year): October 16, 2023

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
1,587,977.50	Waterline Construction	2022	City of Elkhart, Elkhart IN
1,407,723.50	Road Reconstruction	2022	City of Goshen, Goshen IN
1,307,605.00	Road Reconstruction	2022	Elkhart County Highway Dept., Elkhart IN
1,470,000.00	Road Construction	2022	City of Elkhart, Elkhart IN

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
2,477,614.00	Road Reconstruction	2023	City of Goshen, Goshen IN
5,889,243.50	Sewer	2023	LaGrange County RSD, Howe IN
14,825,484.00	Sewer	2023	Tippecanoe RSD, Warsaw IN
11,779,850.00	Earthwork, Storm, Asphalt	2023	City of Goshen, Goshen IN

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

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4. List references from private firms for which you have performed work.

NuWay Construction	Andy Nesbitt
Majority Builders	Rick Slagle
Wagner Construction	Mark Elliott
DJ Construction	Pat Gross

### SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

We agree to use our efforts to complete the project in an expeditious and economical manner.

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Slusser's Green Thumb - Logansport IN - Landscaping	State Barricading - South Bend IN - Traffic Control
Premium Concrete - Elkhart IN - Concrete	National Striping - Lakeville IN - Asphalt Markings
J. L. Milling - Schoolcraft MI - Milling	DeWind Dewatering - Zeeland MI - Dewatering
Michiana Contracting - Plymouth IN - Signalization	

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

TO BE DETERMINED AT A LATER DATE

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

All equipment necessary to complete the project in a safe, timely, and professional manner.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

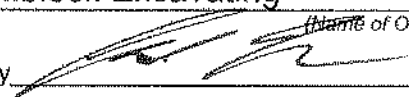
He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Bristol this 16th day of October, 2023

Niblock Excavating  
(Name of Organization)

By   
Chad Niblock, President  
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana )  
 ) ss  
COUNTY OF Elkhart )

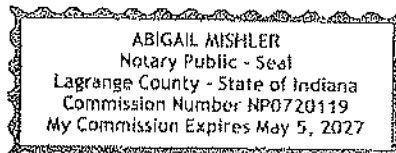
Before me, a Notary Public, personally appeared the above-named Chad Niblock and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 16th day of October, 2023.

  
Notary Public

My Commission Expires: May 5, 2027

County of Residence: LaGrange





**BID OF**

Niblock Excavating  
(Contractor)

906 Maple Street  
(Address)

Bristol, IN 46507

**FOR**

**PUBLIC WORKS PROJECTS**

**OF**

City of Goshen

Elkhart County Courts Consolidation Public Infrastructure Improvements

Project No. 2021-0014

Filed October 16, 2023

Action taken \_\_\_\_\_

**NIBLOCK EXCAVATING, INC. AND SUBSIDIARY**  
**CONSOLIDATED BALANCE SHEETS**  
**March 31, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
<b>ASSETS</b>		
Current Assets		
Cash and cash equivalents (Note 2)	\$ 8,276,548	\$ 3,943,557
Contracts receivable, net (Note 3)	2,376,475	1,750,835
Contract assets (Note 4)	1,179,354	931,992
Other current Assets	2,568,836	2,420,966
Total Current Assets	<u>14,401,213</u>	<u>9,047,350</u>
Property and Equipment, net (Note 5)	<u>12,566,404</u>	<u>10,258,507</u>
Other Assets		
Goodwill, net (Note 1)	883,383	1,030,614
Related party receivable (Note 15)	1,089,538	812,808
Other assets (Note 6 and 7)	312,359	504,236
Right-of-use asset - operating lease, net (Note 12)	2,552,129	-
Total Other Assets	<u>4,837,409</u>	<u>2,347,658</u>
Total Assets	<u>\$ 31,805,026</u>	<u>\$ 21,653,515</u>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current Liabilities		
Current maturities of long-term debt (Note 9)	\$ -	\$ 253,337
Current maturities of operating lease obligations (Note 12)	220,901	-
Accounts and subcontractors payable	1,961,411	1,168,535
Contract liabilities (Note 4)	2,650,721	2,286,993
Accrued expenses	257,048	245,229
Total Current Liabilities	<u>5,090,081</u>	<u>3,954,094</u>
Long-term Liabilities, less current maturities		
Long-term debt (Note 9)	-	693,842
Non-current portion of operating lease obligations (Note 12)	2,331,228	-
Total Long-term Liabilities	<u>2,331,228</u>	<u>693,842</u>
Total Liabilities	<u>7,421,309</u>	<u>4,647,936</u>
Commitments and Contingencies (Note 14 and 19)		
Shareholders' Equity (Note 10)	<u>24,383,717</u>	<u>17,005,579</u>
Total Liabilities and Shareholders' Equity	<u>\$ 31,805,026</u>	<u>\$ 21,653,515</u>

See accompanying notes.

**NIBLOCK EXCAVATING, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
For the Years Ended March 31, 2023 and 2022

	<u>2023</u>	<u>%</u>	<u>2022</u>	<u>%</u>
Contract Revenue	\$ 57,296,671	100.0	\$ 43,412,374	100.0
Cost of Contract Revenue	<u>39,026,752</u>	<u>68.1</u>	<u>33,071,894</u>	<u>76.2</u>
Gross Profit	18,269,919	31.9	10,340,480	23.8
General and Administrative Expenses	<u>3,226,004</u>	<u>5.7</u>	<u>3,163,317</u>	<u>7.4</u>
Income from Operations	<u>15,043,915</u>	<u>26.2</u>	<u>7,177,163</u>	<u>16.4</u>
Other Income (Expense)				
Interest expense	(12,690)	-	(57,367)	(0.1)
Other income	<u>455,454</u>	<u>0.8</u>	<u>248,046</u>	<u>0.6</u>
Total Other Income (Expense)	<u>442,764</u>	<u>0.8</u>	<u>190,679</u>	<u>0.5</u>
Net Income	<u>\$ 15,486,679</u>	<u>27.0</u>	<u>\$ 7,367,842</u>	<u>16.9</u>

See accompanying notes.



**City of Goshen**  
**Elkhart County Courts Consolidation Public Infrastructure Improvements**  
**Project No. 2021-014**

**List of Proposed Subcontractors:**

*Deitering Landscaping – seeding*

*Hawk Enterprises – signs and signals*

*Traffic Control Specialists – striping and traffic maintenance*

*Specialties Company – subgrade treatment and monuments*

**List of Proposed Suppliers:**

*Midwest Tile & Concrete Products*

*Ferguson Waterworks*

# Certificate of Qualification

ISSUED BY

## Indiana Department of Transportation

INDIANAPOLIS, IN

September 25, 2023

TO

NIBLOCK EXCAVATING, INC.

BRISTOL, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid September 22, 2023 Thru July 31, 2024

Aggregate Bidding Capacity:	173,017,000.00
0112 TRENCHLESS PIPE INSTALLATION.....	\$50,000,000.00
B(A) ASPHALT PAVEMENT: WINDOT CERTIFIED HMA PLANT.....	\$90,000,000.00
C(A) HEAVY GRADING.....	\$90,000,000.00
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS.....	\$50,000,000.00
E(F) SURFACE MASONRY AND MISCELLANEOUS CONCRETE.....	\$50,000,000.00
E(H) DEEP SEWER AND/OR EXCAVATION.....	\$50,000,000.00

*Crystal M. Weaver*

*Kim P. Smith*

PREQUALIFICATION ENGINEER

COMMISSIONER



March 19th, 2020

### Employee Drug Testing Policy

It is the policy of Niblock Excavating, Inc. to maintain a drug-free workplace and conduct testing required by Indiana law (IC 4-13-18) to discourage the use of prohibited substances by our employees. The revised drug testing policy consists of the following steps:

- (1) All field employees will be subject to random drug testing at least one (1) time each year.
- (2) This policy imposes disciplinary measures on an employee who fails a drug test which includes at a minimum all of the following:
  - (A) The employee is subject to suspension or immediate termination
  - (B) The employee is not eligible for reinstatement until the employee tests negative on a five-(5) panel test certified by a medical review officer
  - (C) The employee is subject to unscheduled sporadic testing for at least one (1) year after reinstatement; and
  - (D) The employee successfully completes a rehabilitation program recommended by a substance abuse professional if the employee fails more than one (1) drug test.
- (3) A master employee list will be kept by the certified drug testing facility. This list will be used for the drug testing "pool". The certified facility is responsible for the selection of subjects for the random testing.
- (4) At least two percent (2%) of the subject employees will be randomly selected for testing each month.
- (5) Once an employee has been notified of his/her selection for testing, they will be taken or directed to the certified facility to provide a specimen.
- (6) Specimens will be tested for amphetamines, cocaine, opiates (2000ng/ml), PCP, and THC.
- (7) All test results will be reviewed by a Medical Review Officer (MRO) from the certified lab. The MRO shall be a licensed doctor of medicine or osteopathy.
- (8) The concentration thresholds established under 49 CFR Part 40.87 will determine whether a drug test is positive or negative.
- (9) If the MRO notifies Niblock Excavating, Inc. that an employee has tested positive, the following disciplinary progression will be followed, unless Niblock Excavating, Inc. determines that it is in the company's best interest to terminate the employee:
  - (A) After the first positive test, an employee must be:
    - (i) Suspended from work for thirty (30) days.
    - (ii) Directed to a program of treatment or rehabilitation; and
    - (iii) Subject to unannounced drug testing for one (1) year.
- (10) All subcontractors for work to be performed on state public works contracts will include a provision requiring the subcontractor to have a drug testing policy that complies with IC 4-13-18 and to provide information regarding implementation of its drug testing program upon request of the owner agency.
- (11) Onsite Testing may be requested by the employer upon their discretion.



Engineering Department  
CITY OF GOSHEN  
204 East Jefferson Street, Suite 1 \* Goshen, IN 46528-3405

Phone (574) 534-2201 \* Fax (574) 533-8626  
engineering@goshencity.com \* www.goshenindiana.org

**ADDENDUM NO. 1  
TO THE  
BIDDING DOCUMENTS  
FOR  
ELKHART COUNTY COURTS CONSOLIDATION  
PUBLIC INFRASTRUCTURE IMPROVEMENTS**

**Issued: October 12, 2023**

**City Project No. 2021-0014**

The following amendments to the plan documents for the above-mentioned project are hereby included with the original plan documents, (plans and specifications). The contract shall be bid based on the above-mentioned plans and specifications as amended by the following addendum. The contractor shall indicate on the bid that this and any other specific addenda are received and reflected in the bid.

***I. The following is General Information***

1. Elkhart County Courts Road Improvements between US 33 and CR 17 in Goshen, IN

***II. Project Clarification, the following information shall be understood.***

1. The following are the Amendments to Specifications and Plans.

***III. Under the Project Specifications, the following changes shall be made.***

1. Item 34 Fiber Optic Conduit and Junction Box Specification has been added.
2. Item 20 Hot Mix Asphalt (HMA) Pavement and Item 23 Concrete Flatwork revised.

***IV. On the Plan Drawings, the following changes shall be made. See attached Addendum Drawings ( 55 sheets) with clouding indicating the changes***

1. Sheet nos. 2, 3, 17 thru 28, 30-31, 39 thru 43, 47, 49, 51, 54, 55, 59, 61, 64, 69 thru 93, new Sheet 61-1 added

***V. Items to be added or removed from the Project Itemized Proposal***

1. Items Fiber Optic Conduit and Junction Box have been added and made **BOLD**. Adjusted quantities for other items have been made **BOLD**. Revised Bid proposal added.

***VI. Bidders Questions and Responses***

1. The specifications reference City of Goshen Construction Standards. I look on City web but cannot find them. Can you send a copy or link to them?

Addendum No. 1 - **ELKHART COUNTY COURTS CONSOLIDATION  
PUBLIC INFRASTRUCTURE IMPROVEMENTS**

October 12, 2023

Page 2

Response: Currently City is working on updating its standards and are unavailable at this time. Project Specifications are the main specifications with INDOT's standard specifications being secondary.

2. When is the Notice to Proceed anticipated for this project? Will it be shortly after award (part of the project can be worked over the winter) or will it be in the spring?

Response: Contract will be awarded on October 20, 2023. Regarding Notice to proceed is anticipated within 2 weeks of this date subject to successful bidder fulfilling document/bond requirements. Tree clearing by the successful bidder will occur immediately to allow utilities under relocation before Spring 2024.

3. The storm pipe type's and totals between the plan & profile sheets, Pipe data table, and Bid sheets do not match. Please provide clear quantities since there are at least 33 different pipe types requested for the variable diameters of pipe.

Response: Plan sheets, Pipe data table and Bid sheets revised to clarify pipe types in this Addendum.

4. Can you please clarify what will happen in the event of a conflict between the bid items and the specifications in the event that an item is noted as incidental in the specifications, but there is a bid item included for it? An example would be No. 53 subgrade aggregate material. There is a pay item for "Compacted Aggregate, No. 53", as well as a pay item for "Subgrade Treatment, Type II", but the specifications note that #53 subgrade material for under drive approaches and walks are incidental. How will measurement and payment be handled for such a material / item?

Response: Specification revised to include payment for #53 subgrade material under drive approaches and walks/multi-use path.

5. It appears that subgrade replacement/treatment for poor subgrade areas under the drives and walk are to be included/incidental. This is a lot of risk for contractor's to take on. Does the engineer have any estimate of how much of the subgrade is poor and what type of subgrade treatment will be necessary in these areas so that we can bid accordingly.

Response: See response to Item 4 above. The engineer does not have an estimate. Geotechnical report's recommendation for treating areas of unsuitable or poor soils shall be followed.

6. Which phase (or phases) of the project can we anticipate the 20% usable common excavation material to be at? This factor in to our earthwork calculations and it does not seem to be clearly indicated on the plans where the usable soil is located.

Response: Refer to Geotechnical Report for assessment of the soil conditions.

7. Is the 10" PCCP truck apron at the roundabout intended to be colored? If so, what color?

Response: No.

8. Can you please provide the City of Goshen's standard specifications / guideline that are referenced in the project specifications?

Response: See our Response to Question No. 1



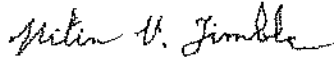
Addendum No. 1 - **ELKHART COUNTY COURTS CONSOLIDATION  
PUBLIC INFRASTRUCTURE IMPROVEMENTS**

October 12, 2023

Page 3

**-END ADDENDUM-**

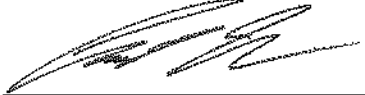
**A&Z Engineering, LLC**



Nitin V. Timble PE, PS  
Project Manager

A signed copy of this addendum shall be submitted with the proposal.

Acknowledged by:



Signature of Bidder  
Chad Niblock, President

Date: 10/16/2023

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Niblock Excavating Inc.  
PO Box 211  
Bristol, IN 46507

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

City of Goshen  
202 South Fifth Street  
Goshen, IN 46528

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)


Elkhart County Courts Consolidation Public Infrastructure Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

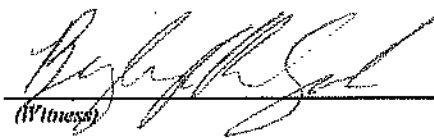
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of October, 2023.

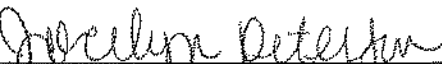
  
\_\_\_\_\_  
(Witness)

Niblock Excavating Inc.  
(Principal) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Chad Niblock, President

  
\_\_\_\_\_  
(Witness)

Liberty Mutual Insurance Company  
(Surety) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Jocelyn Petersen, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207420-013183

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dan Cusenza, Heather Buonodono, Janice Stickles, Jocelyn Petersen, Lori King-Clyde, Malissa DeVormer

all of the city of Kentwood state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of March, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of October, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**City of Goshen**  
**Elkhart County Courts Consolidation Public Infrastructure Improvements**  
**Project No. 2021-0014**  
**Construction Schedule\*\***  
**October 16, 2023**

**\*\* All work to be completed by stated completion date.**